

Renting in Utah



*FROM RENTAL HOUSING TO
RENTAL LIVING - A GUIDE ON
BEING A TENANT IN UTAH*

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*Any discussion of the law, or recommendation of practice, in this guide is solely for educational purposes and should not be misconstrued as personal legal advice

Introduction

As a renter it is often difficult to clearly understand what your rights are, what the process of renting looks like, and how to go about turning your rental experience into rental living. This book is not intended to be a form of legal advice, but rather a guide to navigating your life as a tenant. Our hope is that the advice and tips in this booklet will help provide clarity and direction to your rental experience.

Finding a place to Rent

The first step for all renters is finding the place you want to live. Your apartment will be the place you establish your home and your family. Before you begin looking for places to rent we recommend you write down a list of priorities that are important to you in regards to your home. It is important to write these priorities down before you begin searching for an apartment; to 1) avoid being upsold on a rental and 2) to help make the search process easy and quick. We recommend writing these down into 3 categories: Needs, Wants, and Accessories. While your individual 'priorities' may vary, here are a few common priorities to consider:

Needs

- How much can you afford a month to live somewhere?
- Where can you live as it relates to your family, work, etc. (city & community)
- How many bedrooms do you need?
- Any other needs that you would require in your future home?
- When are you wanting to move in?

Wants

- How much do you want to pay a month?
- How many bedrooms do you want?
- Do you need a washer and dryer provided?
- Do you want to bring your pets with you?
- Other wants that are strong desires for your rental?

Accessories

- What amenities do you want at your rental (gym, pool, etc.)
- How new or upgraded to you want your property to be?
- What types of utilities (internet, tv, etc.) do you want available.
- Your “accessories” should be a deep look at the fun/marketable things you might want in a place you are going to be living at.

Now that you have some of your priorities listed out you can begin searching for the apartment you want to live in. To search for an apartment you can always check facebook, yard signs, and family/friends that may have rentals available. There are also several sites that make the search process simplified and easy. Here are a few we recommend:

- Apartments.com
- ForRent
- Zillow
- Apartamentos
- Rent.com
- Other google results or internet search engines
- ApartmentGuide
- Rentler (KSL)
- Apartment List
- Trulia

As you begin to search these sites you will probably notice that many of them allow you to filter your searches based on your priorities you listed before. You can filter based on location, price, bedrooms, and even amenities. As you continue searching start noting properties that were appealing to you and that you would be interested in living in. Try to avoid including properties that do not meet your “need” priorities as it will become difficult to enjoy/afford these types of rentals. Narrow your search down to 3-7 properties. Begin comparing these to each other and narrow your list down to the 1-4 properties you would like to live in.

Note: it is important to know that what you see in rent is not exactly what your monthly payment will be. Most rentals have additional utilities, CAM fees, and other ‘hidden’ cost not included in rent. Make sure to find out what these cost are. Where some of these cost are usage based, make sure to find out a ball park number to know what you are getting into.

Applying to rent: At this stage you are now ready to begin the application process of renting. The average cost for an application can range anywhere from \$10-\$50, so be aware of how much the property will charge you to apply and if they have the specific rental you are

interested in renting available. We highly recommend that you view the property before applying. While this is not always possible it is the best way to ensure that what you see in pictures is what you get in person. When viewing the property you will want to look for potential deal breakers from your priority check list, potential repairs, and make sure to ask the manager/landlord all the question you have about the community and rental unit. If everything is checking out you should fill out an application. As you begin an application for a rental ask the landlord/manager for a written rental criteria. "Rental criteria" is what they will use to approve or deny your application. Rental criteria usually includes: criminal history, necessary income, necessary credit score, previous landlord reference, and a few other things to evaluate what kind of tenant you will be. If you pass the rental criteria, if you like the place after viewing it in person, and if this is where you want to live going forward you should finish the application process with the landlord/manager. After you have applied you will usually hear back within one business day on whether or not you got the rental. If you did the next step is signing the lease; if you did not, the next step is asking for a reason why and moving on to the next Rental on your list.

Moving In

So you've found a place to live, you've applied and been approved to live there. So now what? Often times managers/landlords will have a time table for what happens next but here is the common scenario with most properties.

First - You will be given a time frame to sign the lease agreement and pay the deposit. Usually 24 hours but this may change for every property.

Second - You will be given a time frame for moving in and when you will be allowed to get the keys. You will usually be required to pay the first months rent before you receive the keys and are allowed to move in.

Third - You will be given a time line for getting the utilities switched over to your name. If this is required get the contact info from the landlord of who to contact to do so.

Fourth - Finally you will want to prepare your move on a personal level: moving your belongings, school records, mail records, etc.

As you navigate the move in process there are two important steps that are critical to success as a tenant.

You need to be aware of some of the conditions in the lease agreement, and you need to document the condition of the rental. We recommend that you read your lease to understand your duties and rights. If you do not feel comfortable reading and interpreting the lease agreement find a close friend or family neighbor you feel comfortable looking it over and explaining some of the terms to you. You can always ask the landlord to explain the terms to you as well if they are willing to do so. Once you have the keys and begin to move in, the second critical thing to remember will be 'documenting the condition of the rental'. Even if you have a good relationship with the landlord this is recommended. This will help resolve disputes in the future about what you may have damaged v/s what was existing damage when you moved in. While paper documentation is a good idea, Video recording is actually an easier, and more accurate method, of documenting such damage. We recommend (regardless of any other landlord/print documentation) video recording with your phone/camera footage of all the walls, corners, doors, floors, facets, outlets, and other high usage areas of the rental. Again, this creates a dated and accurate document of the condition of the property as it actually is. Take this video and save it in a location that you can easily access in the future.

Living in your Apartment

Once you have moved in, most of the hard work of rental living is done. Now it's all about a) turning the rental into your home, b) fulfilling your duties as a renter, and c) dealing with challenges as they come up. As more of a personal recommendation: we suggest that you become involved with your local community. Attend local events, create relationships with those that live around you. Studies show that renters that are actively involved with their local community tend to do better both financially and personally than those who are not. Most important actively build a good relationship with your manager/landlord. Work with your landlord to see what you can do to turn the rental into your home. Can you plant vegetables? Can you paint? Good landlords will allow you to make reasonable personal accommodations. Of course not everything with rental housing is problem free. As a first course of action always try to work and negotiate with the landlord/manager (hence why a good relationship is important to have with the landlord). As a last resort you do have tenants rights under the F.H.A. and the F.P.A. (see pages 12-15). *Note: Your responsibilities as a tenant can be boiled down to three focuses - pay rent, follow the lease agreement, and don't damage the unit.*

Moving Out

As your contract comes to an end, you will need to make up your mind on whether or not you want to continue to living at that property. If you do not want to move out you should contact your manager about renewing your contract. If you do want to move out check your lease for how much notice is required to be given. Most complex leases require 60 days notice, most single family leases require 30 days notice, and if your lease doesn't say state law requires 15 days notice. Note: these notices do not get you out in the middle of a month/lease but at the end of a lease/month. Once notice is given work with the manager/landlord about move out process and returning the keys. Personally work on the back end to arrange the moving of your personal belongings. As you move your stuff out we recommend video recording the condition of the rental as a record of 'damage'. If you followed this recommendation on move in you should now have two records (beginning and end) of the condition of your rental incase there is a dispute. After moving out the landlord has 30 days to return you an accounting of your deposit as well as any remaining amount. If you do not receive this accounting/refund in 30 days you will need to serve the manager/landlord a "notice to provide deposit disposition" (see page 13)

Tenant's Rights | & the Utah Fit Premise Act

For most people the renting process goes smoothly, and most issues can be worked through by both the landlord and the tenant. However, some issues cannot and you need to know what your tenant's rights are. Tenants rights can be boiled down into 4 categories: life and safety issues, habitability issues, deficient conditions, and statutory requirements. Here is a quick definition of the first three -

Life and Safety Issues: “a deficient condition that poses a substantial risk of: imminent loss of life; or significant physical harm.”

Habitability Issues: non functioning “electrical systems, heating, plumbing, hot and cold water, air conditioning system, and locks/security on doors and windows”

Deficient Conditions: issues and malfunctions within the contract obligations and appliances/utilities

If you have an issue with one of these 3 issues tenants can then serve the landlord a “notice of deficient condition”. These notices must be served to the landlord in person, taped to the door of the leasing office, or delivered via certified mail. After this notice is

delivered, the landlord/manager has this much time to begin fixing the issue:

- Life & Safety = 24 hours
- Habitability = 3 calendar days
- Deficient Condition = 10 calendar days

These notices do not count the days that they are served but the time does include holidays and weekends. If a landlord does not sufficiently comply with the notice within the time frame tenants get two options:

- Repair and deduct: pay for the work to be done, get a receipt, and deduct that amount from future rent.
- Rent abatement: elect to terminate the agreement, vacate the property, and receive a refund of prorated rent and a full refund of the deposit

It is important to note that these are the two rights under law, you cannot withhold rent before following this process. First you have an issue, next you deliver the notice, next the landlord does not comply with the notice within the time allowed, then you get the right to repair and deduct or rent abatement. It's important to know that these rights are given specifically if this process is followed exactly. *Note: all notices under "tenant's rights" can be found at www.utcourts.gov*

The state does have a few statutory requirements that all landlords must follow. The enforcement of these right very from serving notices to civil lawsuits, but here are a few of your additional tenants rights in Utah -

A Landlord or manager should:

- Each property shall be maintained in a condition satisfactory by local ordinances and rules of the board of health
- Unless otherwise provide in the rental agreement provide the renter at least 24 hours notice prior to entry into the renter's unit
- Provide a copy of the lease agreement to the renter
- Allow prospective renters an opportunity to conduct a walkthrough of the rental unit
- Give a renter contact info; including phone numbers
- Provide a prospective renter a copy of their rental criteria

Other Renters Rights:

- If an owner fails to let you move in on the date in the lease, renter may terminate the agreement
- If you are a victim of domestic violence you can have the locks changes or be let out of your lease (less 45 days of prorated rent)
- Individual in the military (and their dependents) can be released from their lease agreement if that individual receives orders to move from the military.

For enforcement information on this please contact the correct resource on page 19 - or visit www.utcourts.gov

Discrimination | & the Fair Housing Act

One of the more known laws regarding housing in the United State is the Fair Housing Act. The Fair Housing Act governs housing discrimination towards individuals by a landlord or housing provider. The Fair Housing Act creates 'protected classes' and prohibits discrimination in housing because of a persons belonging to a protected class. In Utah there are 10 protected classes:

- Race
- Color
- National Origin
- Religion
- Sex
- Familial Status
- Disability
- Gender Identity
- Sexual Orientation
- Source of Income

It is considered a violation of the law if a landlord/ manager: refuses to rent, negotiate, sell, set different terms or conditions, evict, harass, or in any other way treats a tenant differently because of their protected class (or belonging to a protected class)

If you believe that you have been discriminated against by a landlord because of your belonging to a protected class you should contact HUD or the UALD (see Page 19)

To deeper understand each protected class here is a brief explanation of each protected class: *referred from HUD

Race: refers to whether a person is white, black/ African-American, Asian, American Indian, or an Alaska native, or is a native Hawaiian or pacific islander, or some mixture of two or more of these groups

Color: refers to the visible color of a person's skin

National Origin: refers to a person's birthplace or ancestry

Religion: refers to a person's belonging, or lack of belonging, to a religion institution of belief

Sex: refers to a persons gender

Familial Status: refers to children (age 0-18), pregnant women, and families with minors

Disability: Disability is specifically referring to 'Handicap' - handicap, with respect to a person, means having "A physical or mental impairment which substantially limits one or more of a person's major life activities; a record of having such an impairment; or being regarded as having such impairment.

Gender Identity: a person's perception of having a particular gender

Sexual Orientation: a person's sexual identity in relation to the gender to which they are attracted to

Source of Income: receiving any amount of your income in the form of state subsidized rental income: IE section 8 housing voucher

Frequent Issues: There are a few common issues we see in housing discrimination that you should be aware of.

- A landlord cannot deny you because you have a section 8 voucher, they must accept it. But they do not have to lower their rent if your voucher is not enough
- Emotional support animals, service animals, and all other types of assistance animals must be allowed by a landlord and the landlord cannot increase your deposit or fees - however you do need a doctors note indicating that you are handicap and this animal is necessary for that handicap (Utah law considers it a class C misdemeanor to lie about needing an assistance animal)
- If you have a child (0-17 years in age) living with you landlords have to allow 2 people per bedroom +1

Frequently Asked Questions

Q: Am I allowed to have more than 1 assistance animal?

A: Please read page 17, however, typically no. If the animals perform separate functions, or if they are needed by different individuals than yes.

Q: Can I stop paying rent if there is an issue with my property?

A: No, please read page 12 for more information.

Q: Is there a way to turn my landlord in? What if I have an illegal apartment?

A: There is no licensing required for landlords in the state of Utah. There is also no such thing as an illegal rental - these are common misconceptions about rentals. Now if you would like to contact a third party for assistance please see page 19. But the biggest thing to stress with most landlord tenant issues is communication. Good communication with your landlord will make or break your rental experience.

Q: What do I do about a neighbor who is being a nuisance?

A: First try to work it out with the neighbor. If you are unable to work it out report them to management and then seek assistance from local law enforcement where necessary.

Q: What should I do if my landlord doesn't refund my deposit, or I disagree with how much I'm being charged

A: Landlords have 30 days to refund you your deposit amount. If 30 days has past you should serve your landlord a "notice to provide deposit disposition". If you disagree with the amount being charged try to work it out with the landlord. If you cannot come to an agreement unfortunately the only other solution is resolving it in court.

Important Information and Contact Info

Emergency	911
Utah Connect	211
Utah Tenant Hotline	801-359-2444
UALD (discrimination)	801-530-6800
Utah State Courts	888-683-0009
Veterans Resources	801-819-7355
Utah Domestic Violence	800-897-5465
Suicide Hotline	800-273-8255
Utah Housing Coalition	www.utahhousing.org
Utah Housing Corp.	801-902-8200
Landlord Tenant Mediation	relmutah@gmail.com

