

HB0516S01 compared with HB0516

~~{Omitted text}~~ shows text that was in HB0516 but was omitted in HB0516S01

inserted text shows text that was not in HB0516 but was inserted into HB0516S01

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1 **Landlord Communication Amendments**
2026 GENERAL SESSION
STATE OF UTAH
Chief Sponsor: David Shallenberger
Senate Sponsor: Scott D. Sandall



2
3 **LONG TITLE**

4 **General Description:**

5 This bill amends provisions relating to unlawful detainer.

6 **Highlighted Provisions:**

7 This bill:

8

- ▶ ~~{provides that if a renter believes a residential rental unit has a deficient condition, the renter shall inform the owner;}~~

10

- ▶ provides that a renter may take commercially reasonable steps to correct a deficient condition in a residential rental unit;

12

- ▶ ~~{amends provisions relating to an owner's duty to return to the renter a security deposit and prepaid rent;}~~

14

- ▶ ~~{provides that if an owner takes substantial action to correct a deficient condition before receiving a notice of deficient condition, the owner satisfies the owner's duties to correct the deficient condition;}~~

17

- ▶ ~~{extends the corrective period for a standard of habitability;}~~

18

- ▶

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~~{ amends provisions relating to the notice of a dangerous condition or notice of a deficient condition; }~~

20 ▶ ~~{ provides that if an owner believes that a renter's residential rental unit is not habitable an owner may terminate a rental agreement; }~~

22 ▶ ~~{ provides the notice requirements for an owner that terminates a rental agreement after determining that a residential rental unit is not habitable; }~~

24 ▶ ~~{ provides that a renter is guilty of unlawful detainer if a renter remains on the premises of a residential rental unit after an owner terminates a rental agreement; }~~

26 ▶ ~~{ provides that if an owner terminates a rental agreement after determining that a residential rental unit is not habitable does not waive the owner's other claims; }~~

28 ▶ defines terms;

29 ▶ amends the circumstances under which a tenant is guilty of unlawful detainer;

30 ▶ provides that a tenant is guilty of unlawful detainer if an animal under control of the tenant engages in certain acts;

32 ▶ provides that a tenant is guilty of unlawful detainer if the tenant violates a provision of the lease agreement that the lease agreement designates as an incurable violation; and

34 ▶ makes technical changes.

17 **Money Appropriated in this Bill:**

18 None

19 **Other Special Clauses:**

20 None

21 **Utah Code Sections Affected:**

22 AMENDS:

23 **57-22-6** , as last amended by Laws of Utah 2023, Chapter 401

24 **78B-6-801** , as last amended by Laws of Utah 2016, Chapter 264

25 **78B-6-802** , as last amended by Laws of Utah 2020, Sixth Special Session, Chapter 19

26

27 *Be it enacted by the Legislature of the state of Utah:*

28 Section 1. Section **57-22-6** is amended to read:

29 **57-22-6. Renter remedies for deficient condition of residential rental unit.**

48 (1) As used in this section:

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- 49 (a) "Corrective period" means:
- 50 (i) for a standard of habitability, three `{calendar{}}` `business` days; and
- 51 (ii) for a requirement imposed by a rental agreement, 10 calendar days.
- 52 (b) "Deficient condition" means a condition of a residential rental unit that:
- 53 (i) violates a standard of habitability or a requirement of the rental agreement; and
- 54 (ii) is not caused by:
- 55 (A) the renter, the renter's family, or the renter's guest or invitee; and
- 56 (B) a use that would violate:
- 57 (I) the rental agreement; or
- 58 (II) a law applicable to the renter's use of the residential rental unit.
- 59 (c) "Notice of deficient condition" means the notice described in Subsection (2).
- 60 (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
- 61 (e) "Renter remedy" means:
- 62 (i) a rent abatement remedy; or
- 63 (ii) a repair and deduct remedy.
- 64 (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
- 65 (g) "Standard of habitability" means a standard:
- 66 (i) relating to the condition of a residential rental unit; and
- 67 (ii) that an owner is required to ensure that the residential rental unit meets as required under Subsection
57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or (iii).
- 70 (2)
- (a) If a renter believes that the renter's residential rental unit has a deficient condition, the renter
`{may{}}` `shall` give the owner written notice as provided in Subsection (2)(b).
- 72 (b) A notice under Subsection (2)(a) shall:
- 73 (i) describe each deficient condition;
- 74 (ii) state that the owner has the corrective period, stated in terms of the applicable number of days, to
correct each deficient condition;
- 76 (iii) state the renter remedy that the renter has chosen if the owner does not, within the corrective
period, take substantial action toward correcting each deficient condition;
- 79 (iv) provide the owner permission to enter the residential rental unit to make corrective action; and
- 81 (v) be served on the owner as provided in:

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- 82 (A) Section 78B-6-805; or
83 (B) the rental agreement.
84 (3)
(a) As used in this Subsection (3), "dangerous condition" means a deficient condition that poses a substantial risk of:
86 (i) imminent loss of life; or
87 (ii) significant physical harm.
88 (b) If a renter believes that the renter's residential rental unit has a dangerous condition, the renter may notify the owner of the dangerous condition by any means that is reasonable under the circumstances.
91 (c) An owner shall:
92 (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous condition, commence remedial action to correct the dangerous condition; and
94 (ii) diligently pursue remedial action to completion.
95 (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice of deficient condition, unless the notice also meets the requirements of Subsection (2).
97 (4)
(a) Subject to ~~{[Subsection]}~~ Subsections (4)(b)~~{-and (e)}~~, if an owner fails to take substantial action, before the end of the corrective period, toward correcting a deficient condition described in a notice of deficient condition:
100 (i) if the renter chose the rent abatement remedy in the notice of deficient condition:
101 (A) the renter's rent is abated as of the date of the notice of deficient condition to the owner;
103 (B) the rental agreement is terminated;
104 (C) the owner shall ~~{[immediately]}~~ pay to the renter~~{-on the day on which the renter vacates the residential rental unit}~~:
106 (I) the entire security deposit that the renter paid under the rental agreement; and
108 (II) a prorated refund for any prepaid rent, including any rent the renter paid for the period after the date on which the renter gave the owner the notice of deficient condition; and
111 (D) the renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period; or
113

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(ii) if the renter chose the repair and deduct remedy in the notice of deficient condition, and subject to Subsection ~~{(4)(c)} (4)(d)~~, the renter:

115 (A) may:

116 (I) take commercially reasonable steps to hire a licensed and insured contractor to correct the deficient condition described in the notice of deficient condition; and

119 (II) deduct from future rent the amount the renter paid to correct the deficient condition, not to exceed an amount equal to two months' rent; and

121 (B) shall:

122 (I) maintain all receipts documenting the amount the renter paid to correct the deficient condition; and

124 (II) provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.

126 (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all requirements under Section 57-22-5.

128 ~~{(e) If a renter takes substantial action to correct the deficient condition described in a notice of deficient condition before the day on which the owner receives a notice of deficient condition, the owner satisfies the owner's duties under this section.}~~

131 ~~{(c)} (d)~~

(i) If ~~{ a residential rental unit is not fit for occupancy }~~ ~~an owner receives notice of a dangerous condition or notice of a deficient condition from a renter~~, an owner may:

134 (A) determine not to correct a deficient condition described in a notice of deficient condition; and

136 (B) terminate the rental agreement.

137 (ii) If an owner determines not to correct a deficient condition and terminates the rental agreement under Subsection ~~{(4)(c)(i)} (4)(d)(i)~~:

139 (A) the owner shall:

140 (I) notify the renter in writing no later than the end of the corrective period; and

141 (II) within 10 calendar days after the owner terminates the rental agreement, pay to the renter:

143 (Aa) any prepaid rent, prorated as provided in Subsection ~~{(4)(c)(ii)(B)} (4)(d)(ii)(B)~~; and

145 (Bb) any deposit due the renter;

146 (B) the rent shall be prorated to the date the owner terminates the rental agreement under Subsection ~~{(4)(c)(i)} (4)(d)(i)~~; and

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(C) the renter may not be required to vacate the residential rental unit sooner than 10 calendar days after the owner notifies the renter under Subsection ~~{(4)(c)(ii)(A)(I)}~~ ~~{}~~ ~~(4)(d)(ii)(A)(I)}~~.

151

(5)

(a) After the corrective period expires, a renter may bring an action in a court with jurisdiction under Title 78A, Judiciary and Judicial Administration, to enforce the renter remedy that the renter chose in the notice of deficient condition.

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(b) In an action under Subsection (5)(a), the court shall endorse on the summons that the owner is required to appear and defend the action within three business days.

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(c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably refused to correct a deficient condition or failed to use due diligence to correct a deficient condition, the renter is entitled to any damages, in addition to the applicable renter remedy.

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(d) An owner who disputes that a condition of the residential rental unit violates a requirement of the rental agreement may file a counterclaim in an action brought against the owner under Subsection (5)(a).

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~~{(6)}~~

~~{(a) If an owner believes that a renter's residential rental unit is not habitable and an existing deficient condition cannot reasonably be remedied while the renter occupies the residential rental unit, the owner may terminate the rental agreement by serving a 10 calendar day notice on the tenant in accordance with Section 78B-6-805 stating that the tenant is required to vacate the residential rental unit.}~~

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~~{(b) If an owner serves notice on a tenant as described in Subsection (6)(a), the renter shall vacate the premise as required by the 10 calendar notice.}~~

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~~{(c) If the renter fails to vacate the residential rental unit as required in Subsection (6)(b):}~~

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~~{(i) the renter is guilty of unlawful detainer; and}~~

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~~{(ii) the owner is entitled to the remedies described in Title 78B, Chapter 6, Part 8, Foreible Entry and Detainer.}~~

174

~~{(7) An owner that terminates a rental agreement in accordance with this section does not waive the owner's rights to a claim related to a separate breach of the rental agreement, including a breach of the rental agreement related to the condition of the property.}~~

177

~~{(6)}~~ ~~{}~~ ~~{(8)}~~ An owner may not be held liable under this chapter for a claim for mental suffering or anguish.

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179 ~~{(7){}}~~ ~~{(9)}~~ In an action under this chapter, the court may award costs and reasonable attorney fees
to the prevailing party.

142 Section 2. Section **78B-6-801** is amended to read:

143 **78B-6-801. Definitions.**

As used in this chapter:

- 184 (1) "Commercial tenant" means [any] a tenant who may be a body politic and corporate, partnership,
association, or company.
- 186 (2) "Forcible detainer" means:
- 187 (a) holding and keeping by force, or by menaces and threats of violence, the possession of [any]-real
property, whether acquired peaceably or otherwise; or
- 189 (b) unlawfully entering real property during the absence of the occupants or at night, and, after demand
is made for the surrender of the property, refusing for a period of three days to surrender the
property to the former occupant.
- 192 (3) "Forcible entry" means:
- 193 (a) entering [any]-real property by:
- 194 (i) breaking open doors, windows, or other parts of a house;
- 195 (ii) fraud, intimidation, or stealth; or
- 196 (iii) any kind of violence or circumstances of terror; or
- 197 (b) after entering peaceably upon real property, turning out by force, threats, or menacing conduct the
party in actual possession.
- 199 (4) "Occupant of real property" means [one] an individual who, within five days ~~[preceding]~~ before an
unlawful entry, was in the peaceable and undisturbed possession of the property.
- 201 (5) "Owner":
- 202 (a) means the actual owner of the ~~{[premises]{}}~~ real property;
- 203 (b) has the same meaning as landlord under common law and the statutes of this state; and
- 205 (c) includes the owner's designated agent or successor to the estate.
- 206 (6)
- (a) "Peaceable possession" means having a legal right to possession.
- 207 (b) "Peaceable possession" does not include:
- 208 (i) the occupation of ~~{[premises]{}}~~ real property by a trespasser; or
- 209

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(ii) continuing to occupy real property after being served with~~[-]~~ an order of restitution issued by a court ~~[of competent]~~ with jurisdiction .

211 (7) "Quit" means to vacate the ~~{ real property }~~ premises.

212 ~~[(7)]~~ (8)

(a) "Tenant" means ~~[any]~~ a natural person and ~~[any]~~ an individual, including a commercial tenant.

214 (b) "Tenant" does not include a person or entity that has no legal right to the ~~{ premises }~~ real property }.

216 ~~[(8)]~~ (9) "Trespasser" means a person or entity that occupies real property but never had possessory rights in the ~~{ premises }~~ real property }.

218 ~~[(9)]~~ (10) "Unlawful detainer" means unlawfully remaining in possession of property after receiving a notice to quit, served as required by this chapter, and failing to comply with that notice.

221 ~~[(10)]~~ (11) "Willful exclusion" means preventing the tenant from entering into the ~~{ premises }~~ real property } with intent to deprive the tenant of entry.

184 Section 3. Section **78B-6-802** is amended to read:

185 **78B-6-802. Unlawful detainer by tenant for a term less than life.**

225 (1) A tenant holding real property for a term less than life is guilty of an unlawful detainer if the tenant, in person or by subtenant, guest, or invitee:

227 (a) ~~[continues in possession, in person or by subtenant, of the { } remains on the real]~~ property or { } any remains on the premises or a part of the ~~{ real }~~ property premises, after the expiration of the specified term or period for which ~~[it]~~ the { real property } premises is let to the tenant, which specified term or period, whether established by express or implied contract, or whether written or oral, shall be terminated without notice at the expiration of the specified term or period;

233 (b) having leased ~~{ the }~~ real property the premises for an indefinite time with monthly or other periodic rent reserved:

235 (i) ~~[continues in possession of-]~~ remains on the ~~{ real }~~ property ~~{ }~~ in person or by subtenant-] premises after the end of ~~[any]~~ a month or period, in cases where the owner, the owner's designated agent, or ~~[any]~~ a successor in estate of the owner, 15 calendar days or more before the end of that month or period, has served notice requiring the tenant to quit ~~[the premises-]~~ at the expiration of that month or period; or

240 (ii) in cases of tenancies at will, remains ~~{ in possession of the premises }~~ on the real property } after the expiration of a notice of not less than five calendar days;

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- 242 (c) ~~{[continues in possession, in person or by subtenant,]}~~ ~~remains on the real property~~ } after
default in the payment of [any] rent or other amounts due and after a notice in writing requiring
in the alternative the payment of the rent and other amounts due or the surrender of the detained
{[premises]} ~~real property~~ }, has remained uncomplished with for a period of three business days
after service, which notice may be served at any time after the rent becomes due;
- 248 (d) assigns or sublets the leased ~~{[premises]} real property~~ contrary to the covenants of the lease, or
commits or permits waste on the ~~{[premises]} real property~~ and remains on the ~~real property~~
premises after service of a three calendar days' notice to quit;
- 251 (e) sets up or carries on [any] unlawful business on or in the ~~{[premises]} real property~~ and remains
on the ~~real property~~ premises after service of a three calendar days' notice to quit;
- 253 (f) suffers, permits, or maintains on or about the ~~{[premises]}~~ ~~[any] real property~~ a nuisance,
including nuisance as that term is defined in Section 78B-6-1107 and remains on the ~~real property~~
} premises after service of a three calendar days' notice to quit;
- 256 (g)
- (i) has charge, care, custody, or control of an animal that attacks a person, domestic animal, or a species
of protected wildlife, regardless of whether:
- 258 (A) the charge, care, custody, or control is temporary; or
- 259 (B) a guest on the real property premises has possession of the animal; and
- 260 (ii) remains on the real property premises after service of a three calendar days' notice to quit;
- 261 (h)
- (i) violates a provision in the lease agreement that the lease agreement states is an incurable violation;
and
- 263 (ii) remains on the real property premises after service of three calendar days' notice to quit;
- 264 ~~(g)~~ (i) commits a criminal act on the ~~{[premises]} real property~~ and remains ~~[in possession]~~ on the
real property premises after service of a three calendar days' notice to quit;
- 266 ~~(h)~~ (j) continues in possession~~[-, in person or by subtenant,]~~ after a neglect or failure to perform [any] a
condition or covenant of the lease or agreement under which the real property is held, other than
those previously mentioned, and after notice in writing requiring in the alternative the performance
of the conditions or covenant or the surrender of the real property, served upon the tenant and upon
[any] a subtenant in actual occupation of the ~~{[premises]} real property~~ remains uncomplished with
for three calendar days after service; or

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- 273 ~~(i)~~ (k)
- (i) is a tenant under a bona fide tenancy as described in Section 702 of the Protecting Tenants at Foreclosure Act; and
- 275 (ii) continues in possession after the effective date of a notice to vacate given in accordance with Section 702 of the Protecting Tenants at Foreclosure Act.
- 277 (2) After service of the notice and the time period required for the notice, the tenant, ~~[any]~~ a subtenant in actual occupation of the ~~{[premises]}~~ ~~real property~~, ~~[any]~~ a mortgagee of the term, or other person interested in the lease's continuance may perform the condition or covenant and save the lease from forfeiture, except that if the covenants and conditions of the lease violated by the lessee cannot afterwards be performed, or the violation cannot be brought into compliance, a notice provided for in Subsections (1)(d) through ~~(g)~~ (i) may be given.
- 284 (3) Unlawful detainer by an owner resident of a mobile home is determined under Title 57, Chapter 16, Mobile Home Park Residency Act.
- 286 (4) The notice provisions for nuisance in Subsections (1)(d) through ~~(g)~~ (i) do not apply to nuisance actions provided in Sections 78B-6-1107 through 78B-6-1114.
- 288 (5) The notice to vacate requirement under 15 U.S.C. Sec. 9058(c), which is part of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136:
- 290 (a) applies only to a notice provided to a tenant of a covered dwelling in a covered property as that term is defined in 15 U.S.C. Sec. 9058(a);
- 292 (b) applies only to the amount of time before a tenant may be required to vacate a covered property through an order of restitution as provided by Section 78B-6-812;
- 294 (c) for a notice provided under Subsection (1)(c), applies only when delinquent rent or other amounts have accrued during the 120-day moratorium described in 15 U.S.C. Sec. 9058(b);
- 297 (d) does not require that a tenant be given more than three business days after service to pay rent and other amounts due under a notice provided under Subsection (1)(c);
- 299 (e) does not apply to a notice provided under Subsections (1)(d) through ~~(h)~~ (j);
- 300 (f) does not prohibit or nullify the service of ~~[any]~~ a notice described in this section; and
- 301 (g) does not limit the accrual of damages under Section 78B-6-811.
- 302 (6) Service of a notice as provided by 15 U.S.C. Sec. 9058(c) or under Subsection (5) does not nullify the service or validity of any other notice provided in accordance with this section.
- 265 Section 4. **Effective date.**

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Effective Date.

This bill takes effect on May 6, 2026.

2-22-26 3:37 PM