

Landlord Communication Amendments

2026 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: David Shallenberger

Senate Sponsor: Scott D. Sandall

LONG TITLE**General Description:**

This bill amends provisions relating to unlawful detainer.

Highlighted Provisions:

This bill:

- ▶ provides that if a renter believes a residential rental unit has a deficient condition, the renter shall inform the owner;
- ▶ provides that a renter may take commercially reasonable steps to correct a deficient condition in a residential rental unit;
- ▶ amends provisions relating to an owner's duty to return to the renter a security deposit and prepaid rent;
- ▶ 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;
- ▶ extends the corrective period for a standard of habitability;
- ▶ amends provisions relating to the notice of a dangerous condition or notice of a deficient condition;
- ▶ provides that if an owner believes that a renter's residential rental unit is not habitable an owner may terminate a rental agreement;
- ▶ provides the notice requirements for an owner that terminates a rental agreement after determining that a residential rental unit is not habitable;
- ▶ 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;
- ▶ 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;
- ▶ defines terms;
- ▶ amends the circumstances under which a tenant is guilty of unlawful detainer;
- ▶ provides that a tenant is guilty of unlawful detainer if an animal under control of the

- 31 tenant engages in certain acts;
- 32 ▸ provides that a tenant is guilty of unlawful detainer if the tenant violates a provision of the
- 33 lease agreement that the lease agreement designates as an incurable violation; and
- 34 ▸ makes technical changes.

35 **Money Appropriated in this Bill:**

36 None

37 **Other Special Clauses:**

38 None

39 **Utah Code Sections Affected:**

40 AMENDS:

41 **57-22-6**, as last amended by Laws of Utah 2023, Chapter 401

42 **78B-6-801**, as last amended by Laws of Utah 2016, Chapter 264

43 **78B-6-802**, as last amended by Laws of Utah 2020, Sixth Special Session, Chapter 19

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

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

47 **57-22-6 . Renter remedies for deficient condition of residential rental unit.**

48 (1) As used in this section:

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
- 68 required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or
- 69 (iii).
- 70 (2)(a) If a renter believes that the renter's residential rental unit has a deficient condition,
- 71 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
- 75 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
- 77 the corrective period, take substantial action toward correcting each deficient
- 78 condition;
- 79 (iv) provide the owner permission to enter the residential rental unit to make
- 80 corrective action; and
- 81 (v) be served on the owner as provided in:
- 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
- 85 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,
- 89 the renter may notify the owner of the dangerous condition by any means that is
- 90 reasonable under the circumstances.
- 91 (c) An owner shall:
- 92 (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous
- 93 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
- 96 of deficient condition, unless the notice also meets the requirements of Subsection (2).
- 97 (4)(a) Subject to [~~Subsection~~] Subsections (4)(b) and (c), if an owner fails to take
- 98 substantial action, before the end of the corrective period, toward correcting a

99 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
102 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
105 vacates the residential rental unit:

106 (I) the entire security deposit that the renter paid under the rental agreement;
107 and

108 (II) a prorated refund for any prepaid rent, including any rent the renter paid for
109 the period after the date on which the renter gave the owner the notice of
110 deficient condition; and

111 (D) the renter shall vacate the residential rental unit within 10 calendar days after
112 the expiration of the corrective period; or

113 (ii) if the renter chose the repair and deduct remedy in the notice of deficient
114 condition, and subject to Subsection [~~(4)(e)~~] (4)(d), the renter:

115 (A) may:

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

119 (II) deduct from future rent the amount the renter paid to correct the deficient
120 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
123 deficient condition; and

124 (II) provide a copy of those receipts to the owner within five calendar days
125 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
127 requirements under Section 57-22-5.

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

131 [~~(e)~~] (d)(i) If [~~a residential rental unit is not fit for occupancy~~] an owner receives
132 notice of a dangerous condition or notice of a deficient condition from a renter, an

- 133 owner may:
- 134 (A) determine not to correct a deficient condition described in a notice of deficient
135 condition; and
- 136 (B) terminate the rental agreement.
- 137 (ii) If an owner determines not to correct a deficient condition and terminates the
138 rental agreement under Subsection [~~(4)(e)(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,
142 pay to the renter:
- 143 (Aa) any prepaid rent, prorated as provided in Subsection [~~(4)(e)(ii)(B)~~]
144 (4)(d)(ii)(B); and
- 145 (Ab) any deposit due the renter;
- 146 (B) the rent shall be prorated to the date the owner terminates the rental agreement
147 under Subsection [~~(4)(e)(i)~~] (4)(d)(i); and
- 148 (C) the renter may not be required to vacate the residential rental unit sooner than
149 10 calendar days after the owner notifies the renter under Subsection [
150 ~~(4)(e)(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
152 jurisdiction under Title 78A, Judiciary and Judicial Administration, to enforce the
153 renter remedy that the renter chose in the notice of deficient condition.
- 154 (b) In an action under Subsection (5)(a), the court shall endorse on the summons that the
155 owner is required to appear and defend the action within three business days.
- 156 (c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably
157 refused to correct a deficient condition or failed to use due diligence to correct a
158 deficient condition, the renter is entitled to any damages, in addition to the applicable
159 renter remedy.
- 160 (d) An owner who disputes that a condition of the residential rental unit violates a
161 requirement of the rental agreement may file a counterclaim in an action brought
162 against the owner under Subsection (5)(a).
- 163 (6)(a) If an owner believes that a renter's residential rental unit is not habitable and an
164 existing deficient condition cannot reasonably be remedied while the renter occupies
165 the residential rental unit, the owner may terminate the rental agreement by serving a
166 10 calendar day notice on the tenant in accordance with Section 78B-6-805 stating

- 167 that the tenant is required to vacate the residential rental unit.
- 168 (b) If an owner serves notice on a tenant as described in Subsection (6)(a), the renter
 169 shall vacate the premise as required by the 10 calendar notice.
- 170 (c) If the renter fails to vacate the residential rental unit as required in Subsection (6)(b):
 171 (i) the renter is guilty of unlawful detainer; and
 172 (ii) the owner is entitled to the remedies described in Title 78B, Chapter 6, Part 8,
 173 Forcible Entry and Detainer.
- 174 (7) An owner that terminates a rental agreement in accordance with this section does not
 175 waive the owner's rights to a claim related to a separate breach of the rental agreement,
 176 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
 178 or anguish.
- 179 ~~[(7)]~~ (9) In an action under this chapter, the court may award costs and reasonable attorney
 180 fees to the prevailing party.

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

182 **78B-6-801 . Definitions.**

183 As used in this chapter:

- 184 (1) "Commercial tenant" means ~~[any]~~ a tenant who may be a body politic and corporate,
 185 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
 188 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,
 190 and, after demand is made for the surrender of the property, refusing for a period of
 191 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
 198 menacing conduct the party in actual possession.
- 199 (4) "Occupant of real property" means ~~[one]~~ an individual who, within five days preceding
 200 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;
- 204 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 (ii) continuing to occupy real property after being served with[-] an order of
- 210 restitution issued by a court [~~of competent~~] with jurisdiction .
- 211 (7) "Quit" means to vacate the real property.
- 212 [~~(7)~~] (8)(a) "Tenant" means [~~any~~] a natural person and [~~any~~] an individual, including a
- 213 commercial tenant.
- 214 (b) "Tenant" does not include a person or entity that has no legal right to the [~~premises~~]
- 215 real property.
- 216 [~~(8)~~] (9) "Trespasser" means a person or entity that occupies real property but never had
- 217 possessory rights in the [~~premises~~] real property.
- 218 [~~(9)~~] (10) "Unlawful detainer" means unlawfully remaining in possession of property after
- 219 receiving a notice to quit, served as required by this chapter, and failing to comply with
- 220 that notice.
- 221 [~~(10)~~] (11) "Willful exclusion" means preventing the tenant from entering into the [~~premises~~]
- 222 real property with intent to deprive the tenant of entry.
- 223 Section 3. Section **78B-6-802** is amended to read:
- 224 **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
- 226 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
- 228 property or [~~any~~] a part of the real property, after the expiration of the specified term
- 229 or period for which [~~it~~] the real property is let to the tenant, which specified term or
- 230 period, whether established by express or implied contract, or whether written or
- 231 parol, shall be terminated without notice at the expiration of the specified term or
- 232 period;
- 233 (b) having leased the real property for an indefinite time with monthly or other periodic
- 234 rent reserved:

- 235 (i) ~~[continues in possession of]~~ remains on the real property ~~[in person or by~~
 236 ~~subtenant]~~ after the end of ~~[any]~~ a month or period, in cases where the owner, the
 237 owner's designated agent, or ~~[any]~~ a successor in estate of the owner, 15 calendar
 238 days or more before the end of that month or period, has served notice requiring
 239 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
 241 property after the expiration of a notice of not less than five calendar days;
- 242 (c) ~~[continues in possession, in person or by subtenant,]~~ remains on the real property
 243 after default in the payment of ~~[any]~~ rent or other amounts due and after a notice in
 244 writing requiring in the alternative the payment of the rent and other amounts due or
 245 the surrender of the detained ~~[premises]~~ real property, has remained uncomplied with
 246 for a period of three business days after service, which notice may be served at any
 247 time after the rent becomes due;
- 248 (d) assigns or sublets the leased ~~[premises]~~ real property contrary to the covenants of the
 249 lease, or commits or permits waste on the ~~[premises]~~ real property and remains on the
 250 real property 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
 252 remains on the real property 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,
 254 including nuisance as that term is defined in Section 78B-6-1107 and remains on the
 255 real property 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,
 257 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 has possession of the animal; and
- 260 (ii) remains on the real property 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
 262 incurable violation; and
- 263 (ii) remains on the real property 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]~~
 265 on the real property 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
 267 perform ~~[any]~~ a condition or covenant of the lease or agreement under which the real
 268 property is held, other than those previously mentioned, and after notice in writing

- 269 requiring in the alternative the performance of the conditions or covenant or the
 270 surrender of the real property, served upon the tenant and upon [~~any~~] a subtenant in
 271 actual occupation of the [~~premises~~] real property remains uncomplied with for three
 272 calendar days after service; or
- 273 [~~(f)~~] (k)(i) is a tenant under a bona fide tenancy as described in Section 702 of the
 274 Protecting Tenants at Foreclosure Act; and
- 275 (ii) continues in possession after the effective date of a notice to vacate given in
 276 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
 278 subtenant in actual occupation of the [~~premises~~] real property, [~~any~~] a mortgagee of the
 279 term, or other person interested in the lease's continuance may perform the condition or
 280 covenant and save the lease from forfeiture, except that if the covenants and conditions
 281 of the lease violated by the lessee cannot afterwards be performed, or the violation
 282 cannot be brought into compliance, a notice provided for in Subsections (1)(d) through [~~(g)~~]
 283 (i) may be given.
- 284 (3) Unlawful detainer by an owner resident of a mobile home is determined under Title 57,
 285 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
 287 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
 289 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
 291 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
 293 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
 295 other amounts have accrued during the 120-day moratorium described in 15 U.S.C.
 296 Sec. 9058(b);
- 297 (d) does not require that a tenant be given more than three business days after service to
 298 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

303 not nullify the service or validity of any other notice provided in accordance with this
304 section.

305 Section 4. **Effective Date.**

306 This bill takes effect on May 6, 2026.