

David Shallenberger proposes the following substitute bill:

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

▸ 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 tenant engages in certain acts;

▸ 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

▸ makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

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

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

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

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

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

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

30 (1) As used in this section:

31 (a) "Corrective period" means:

32 (i) for a standard of habitability, three calendar days; and

33 (ii) for a requirement imposed by a rental agreement, 10 calendar days.

34 (b) "Deficient condition" means a condition of a residential rental unit that:

35 (i) violates a standard of habitability or a requirement of the rental agreement; and

36 (ii) is not caused by:

37 (A) the renter, the renter's family, or the renter's guest or invitee; and

38 (B) a use that would violate:

39 (I) the rental agreement; or

40 (II) a law applicable to the renter's use of the residential rental unit.

41 (c) "Notice of deficient condition" means the notice described in Subsection (2).

42 (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).

43 (e) "Renter remedy" means:

44 (i) a rent abatement remedy; or

45 (ii) a repair and deduct remedy.

46 (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).

47 (g) "Standard of habitability" means a standard:

48 (i) relating to the condition of a residential rental unit; and

49 (ii) that an owner is required to ensure that the residential rental unit meets as

50 required under Subsection 57-22-3(1) or Subsection 57-22-4(1)(a) or (b)(i), (ii), or

51 (iii).

52 (2)(a) If a renter believes that the renter's residential rental unit has a deficient condition,

53 the renter may give the owner written notice as provided in Subsection (2)(b).

54 (b) A notice under Subsection (2)(a) shall:

55 (i) describe each deficient condition;

56 (ii) state that the owner has the corrective period, stated in terms of the applicable

57 number of days, to correct each deficient condition;

58 (iii) state the renter remedy that the renter has chosen if the owner does not, within

59 the corrective period, take substantial action toward correcting each deficient

60 condition;

61 (iv) provide the owner permission to enter the residential rental unit to make

62 corrective action; and

- 63 (v) be served on the owner as provided in:
- 64 (A) Section 78B-6-805; or
- 65 (B) the rental agreement.
- 66 (3)(a) As used in this Subsection (3), "dangerous condition" means a deficient condition
- 67 that poses a substantial risk of:
- 68 (i) imminent loss of life; or
- 69 (ii) significant physical harm.
- 70 (b) If a renter believes that the renter's residential rental unit has a dangerous condition,
- 71 the renter may notify the owner of the dangerous condition by any means that is
- 72 reasonable under the circumstances.
- 73 (c) An owner shall:
- 74 (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous
- 75 condition, commence remedial action to correct the dangerous condition; and
- 76 (ii) diligently pursue remedial action to completion.
- 77 (d) Notice under Subsection (3)(b) of a dangerous condition does not constitute a notice
- 78 of deficient condition, unless the notice also meets the requirements of Subsection (2).
- 79 (4)(a) Subject to Subsection (4)(b), if an owner fails to take substantial action, before the
- 80 end of the corrective period, toward correcting a deficient condition described in a
- 81 notice of deficient condition:
- 82 (i) if the renter chose the rent abatement remedy in the notice of deficient condition:
- 83 (A) the renter's rent is abated as of the date of the notice of deficient condition to
- 84 the owner;
- 85 (B) the rental agreement is terminated;
- 86 (C) the owner shall immediately pay to the renter:
- 87 (I) the entire security deposit that the renter paid under the rental agreement;
- 88 and
- 89 (II) a prorated refund for any prepaid rent, including any rent the renter paid for
- 90 the period after the date on which the renter gave the owner the notice of
- 91 deficient condition; and
- 92 (D) the renter shall vacate the residential rental unit within 10 calendar days after
- 93 the expiration of the corrective period; or
- 94 (ii) if the renter chose the repair and deduct remedy in the notice of deficient
- 95 condition, and subject to Subsection (4)(c), the renter:
- 96 (A) may:

- 97 (I) take commercially reasonable steps to hire a licensed and insured contractor
98 to correct the deficient condition described in the notice of deficient
99 condition; and
- 100 (II) deduct from future rent the amount the renter paid to correct the deficient
101 condition, not to exceed an amount equal to two months' rent; and
- 102 (B) shall:
- 103 (I) maintain all receipts documenting the amount the renter paid to correct the
104 deficient condition; and
- 105 (II) provide a copy of those receipts to the owner within five calendar days
106 after the beginning of the next rental period.
- 107 (b) A renter is not entitled to a renter remedy if the renter is not in compliance with all
108 requirements under Section 57-22-5.
- 109 (c)(i) If a residential rental unit is not fit for occupancy, an owner may:
- 110 (A) determine not to correct a deficient condition described in a notice of deficient
111 condition; and
- 112 (B) terminate the rental agreement.
- 113 (ii) If an owner determines not to correct a deficient condition and terminates the
114 rental agreement under Subsection (4)(c)(i):
- 115 (A) the owner shall:
- 116 (I) notify the renter in writing no later than the end of the corrective period; and
117 (II) within 10 calendar days after the owner terminates the rental agreement,
118 pay to the renter:
- 119 (Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and
120 (Bb) any deposit due the renter;
- 121 (B) the rent shall be prorated to the date the owner terminates the rental agreement
122 under Subsection (4)(c)(i); and
- 123 (C) the renter may not be required to vacate the residential rental unit sooner than
124 10 calendar days after the owner notifies the renter under Subsection
125 (4)(c)(ii)(A)(I).
- 126 (5)(a) After the corrective period expires, a renter may bring an action in a court with
127 jurisdiction under Title 78A, Judiciary and Judicial Administration, to enforce the
128 renter remedy that the renter chose in the notice of deficient condition.
- 129 (b) In an action under Subsection (5)(a), the court shall endorse on the summons that the
130 owner is required to appear and defend the action within three business days.

- 131 (c) If, in an action under Subsection (5)(a), the court finds that the owner unjustifiably
 132 refused to correct a deficient condition or failed to use due diligence to correct a
 133 deficient condition, the renter is entitled to any damages, in addition to the applicable
 134 renter remedy.
- 135 (d) An owner who disputes that a condition of the residential rental unit violates a
 136 requirement of the rental agreement may file a counterclaim in an action brought
 137 against the owner under Subsection (5)(a).
- 138 (6) An owner may not be held liable under this chapter for a claim for mental suffering or
 139 anguish.
- 140 (7) In an action under this chapter, the court may award costs and reasonable attorney fees
 141 to the prevailing party.

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

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

144 As used in this chapter:

- 145 (1) "Commercial tenant" means [~~any~~] a tenant who may be a body politic and corporate,
 146 partnership, association, or company.
- 147 (2) "Forcible detainer" means:
 148 (a) holding and keeping by force, or by menaces and threats of violence, the possession
 149 of [~~any~~]real property, whether acquired peaceably or otherwise; or
 150 (b) unlawfully entering real property during the absence of the occupants or at night,
 151 and, after demand is made for the surrender of the property, refusing for a period of
 152 three days to surrender the property to the former occupant.
- 153 (3) "Forcible entry" means:
 154 (a) entering [~~any~~]real property by:
 155 (i) breaking open doors, windows, or other parts of a house;
 156 (ii) fraud, intimidation, or stealth; or
 157 (iii) any kind of violence or circumstances of terror; or
 158 (b) after entering peaceably upon real property, turning out by force, threats, or
 159 menacing conduct the party in actual possession.
- 160 (4) "Occupant of real property" means [~~one~~] an individual who, within five days [~~preceeding~~]
 161 before an unlawful entry, was in the peaceable and undisturbed possession of the
 162 property.
- 163 (5) "Owner":
 164 (a) means the actual owner of the premises;

165 (b) has the same meaning as landlord under common law and the statutes of this state;
 166 and

167 (c) includes the owner's designated agent or successor to the estate.

168 (6)(a) "Peaceable possession" means having a legal right to possession.

169 (b) "Peaceable possession" does not include:

170 (i) the occupation of premises by a trespasser; or

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

173 (7) "Quit" means to vacate the premises.

174 [~~(7)~~] (8)(a) "Tenant" means [~~any~~] a natural person and [~~any~~] an individual, including a
 175 commercial tenant.

176 (b) "Tenant" does not include a person or entity that has no legal right to the premises.

177 [~~(8)~~] (9) "Trespasser" means a person or entity that occupies real property but never had
 178 possessory rights in the premises.

179 [~~(9)~~] (10) "Unlawful detainer" means unlawfully remaining in possession of property after
 180 receiving a notice to quit, served as required by this chapter, and failing to comply with
 181 that notice.

182 [~~(10)~~] (11) "Willful exclusion" means preventing the tenant from entering into the premises
 183 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.**

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

188 (a) [~~continues in possession, in person or by subtenant, of the property or any~~] remains
 189 on the premises or a part of the [property] premises, after the expiration of the
 190 specified term or period for which [~~it~~] the premises is let to the tenant, which specified
 191 term or period, whether established by express or implied contract, or whether
 192 written or parol, shall be terminated without notice at the expiration of the specified
 193 term or period;

194 (b) having leased [~~real property~~] the premises for an indefinite time with monthly or
 195 other periodic rent reserved:

196 (i) [~~continues in possession of~~] remains on the [property in person or by subtenant]
 197 premises after the end of [~~any~~] a month or period, in cases where the owner, the
 198 owner's designated agent, or [~~any~~] a successor in estate of the owner, 15 calendar

- 199 days or more before the end of that month or period, has served notice requiring
200 the tenant to quit ~~[the premises-]~~ at the expiration of that month or period; or
201 (ii) in cases of tenancies at will, remains in possession of the premises after the
202 expiration of a notice of not less than five calendar days;
- 203 (c) continues in possession, in person or by subtenant, after default in the payment of [
204 any-]rent or other amounts due and after a notice in writing requiring in the
205 alternative the payment of the rent and other amounts due or the surrender of the
206 detained premises, has remained uncomplied with for a period of three business days
207 after service, which notice may be served at any time after the rent becomes due;
- 208 (d) assigns or sublets the leased premises contrary to the covenants of the lease, or
209 commits or permits waste on the premises and remains on the premises after service
210 of a three calendar days' notice to quit;
- 211 (e) sets up or carries on ~~[any-]~~unlawful business on or in the premises and remains on
212 the premises after service of a three calendar days' notice to quit;
- 213 (f) suffers, permits, or maintains on or about the premises ~~[any]~~ a nuisance, including
214 nuisance as that term is defined in Section 78B-6-1107 and remains on the premises
215 after service of a three calendar days' notice to quit;
- 216 (g)(i) has charge, care, custody, or control of an animal that attacks a person,
217 domestic animal, or a species of protected wildlife, regardless of whether:
218 (A) the charge, care, custody, or control is temporary; or
219 (B) a guest on the premises has possession of the animal; and
220 (ii) remains on the premises after service of a three calendar days' notice to quit;
- 221 (h)(i) violates a provision in the lease agreement that the lease agreement states is an
222 incurable violation; and
223 (ii) remains on the premises after service of three calendar days' notice to quit;
- 224 ~~[(g)]~~ (i) commits a criminal act on the premises and remains ~~[in possession]~~ on the
225 premises after service of a three calendar days' notice to quit;
- 226 ~~[(h)]~~ (j) continues in possession~~[, in person or by subtenant,]~~ after a neglect or failure to
227 perform ~~[any]~~ a condition or covenant of the lease or agreement under which the real
228 property is held, other than those previously mentioned, and after notice in writing
229 requiring in the alternative the performance of the conditions or covenant or the
230 surrender of the real property, served upon the tenant and upon ~~[any]~~ a subtenant in
231 actual occupation of the premises remains uncomplied with for three calendar days
232 after service; or

- 233 ~~(k)~~ (k)(i) is a tenant under a bona fide tenancy as described in Section 702 of the
234 Protecting Tenants at Foreclosure Act; and
- 235 (ii) continues in possession after the effective date of a notice to vacate given in
236 accordance with Section 702 of the Protecting Tenants at Foreclosure Act.
- 237 (2) After service of the notice and the time period required for the notice, the tenant, ~~[any]~~ a
238 subtenant in actual occupation of the premises, ~~[any]~~ a mortgagee of the term, or other
239 person interested in the lease's continuance may perform the condition or covenant and
240 save the lease from forfeiture, except that if the covenants and conditions of the lease
241 violated by the lessee cannot afterwards be performed, or the violation cannot be
242 brought into compliance, a notice provided for in Subsections (1)(d) through ~~(g)~~ (i)
243 may be given.
- 244 (3) Unlawful detainer by an owner resident of a mobile home is determined under Title 57,
245 Chapter 16, Mobile Home Park Residency Act.
- 246 (4) The notice provisions for nuisance in Subsections (1)(d) through ~~(g)~~ (i) do not apply to
247 nuisance actions provided in Sections 78B-6-1107 through 78B-6-1114.
- 248 (5) The notice to vacate requirement under 15 U.S.C. Sec. 9058(c), which is part of the
249 Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136:
- 250 (a) applies only to a notice provided to a tenant of a covered dwelling in a covered
251 property as that term is defined in 15 U.S.C. Sec. 9058(a);
- 252 (b) applies only to the amount of time before a tenant may be required to vacate a
253 covered property through an order of restitution as provided by Section 78B-6-812;
- 254 (c) for a notice provided under Subsection (1)(c), applies only when delinquent rent or
255 other amounts have accrued during the 120-day moratorium described in 15 U.S.C.
256 Sec. 9058(b);
- 257 (d) does not require that a tenant be given more than three business days after service to
258 pay rent and other amounts due under a notice provided under Subsection (1)(c);
- 259 (e) does not apply to a notice provided under Subsections (1)(d) through ~~(h)~~ (j);
- 260 (f) does not prohibit or nullify the service of ~~[any]~~ a notice described in this section; and
- 261 (g) does not limit the accrual of damages under Section 78B-6-811.
- 262 (6) Service of a notice as provided by 15 U.S.C. Sec. 9058(c) or under Subsection (5) does
263 not nullify the service or validity of any other notice provided in accordance with this
264 section.

265 Section 4. **Effective Date.**

266 This bill takes effect on May 6, 2026.