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Superseded 1/1/2027

57-22-5.1 Crime victim's right to new locks -- Domestic violence victim's right to terminate rental agreement -- Limits an owner relating to assistance from public safety agency.

(1) As used in this section:

(a)

(i) "Court order" means, except as provided in Subsection (1)(a)(ii):

(A) a civil protective order, as defined in Section 78B-7-102;

(B) a civil stalking injunction, as defined in Section 78B-7-102;

(C) a criminal protective order, as defined in Section 78B-7-102; or

(D) a criminal stalking injunction, as defined in Section 78B-7-102.

(ii) "Court order" does not include:

(A) an ex parte civil protective order, as defined in Section 78B-7-102; or

(B) an ex parte civil stalking injunction, as defined in Section 78B-7-102, for which a hearing is requested.

(b)

(i) "Crime victim" means a victim of:

(A) domestic violence, as defined in Section 77-36-1;

(B) stalking, as defined in Section 76-5-106.5;

(C) an offense under Title 76, Chapter 5, Part 4, Sexual Offenses;

(D) burglary or aggravated burglary under Section 76-6-202 or 76-6-203; or

(E) dating violence, as defined in Section 78B-7-102.

(ii) "Crime victim" does not include a victim of an offense of:

(A) enticing a minor under Section 76-5-417;

(B) sexual battery under Section 76-5-418;

(C) lewdness under Section 76-5-419; or

(D) lewdness involving a child under Section 76-5-420.

(c) "Domestic violence" means the same as that term is defined in Section 77-36-1.

(d) "Financial obligation" means any rent, fees, damages, or other costs owed by a renter.

(e)

(i) "Future obligations" means a renter's obligations under the rental agreement after the date on which the renter vacates the residential rental unit in accordance with Subsection (6).

(ii) "Future obligations" includes:

(A) the payment of rent and fees for the residential rental unit; and

(B) the right to occupy the residential rental unit.

(f) "Public safety agency" means a governmental entity that provides fire protection, law enforcement, ambulance, medical, or similar service.

(g) "Victim of domestic violence" means the same as the term "victim" in Section 77-36-1.

(h) "Termination fee" means the equivalent of one month of rent under the rental agreement.

(2) An acceptable form of documentation of an act listed in Subsection (1) is:

(a) a protective order protecting the renter issued pursuant to Title 78B, Chapter 7, Part 6, Cohabitant Abuse Protective Orders, subsequent to a hearing of which the petitioner and respondent have been given notice under Title 78B, Chapter 7, Part 6, Cohabitant Abuse Protective Orders; or

(b) a copy of a police report documenting an act listed in Subsection (1).

(3)

(a) A renter who is a crime victim may require the renter's owner to install a new lock to the renter's residential rental unit if the renter:

- (i) provides the owner with an acceptable form of documentation of an act listed in Subsection (1); and
 - (ii) pays for the cost of installing the new lock.
- (b) An owner may comply with Subsection (3)(a) by:
 - (i) rekeying the lock if the lock is in good working condition; or
 - (ii) changing the entire locking mechanism with a locking mechanism of equal or greater quality than the lock being replaced.
- (c) An owner who installs a new lock under Subsection (3)(a) may retain a copy of the key that opens the new lock.
- (d) Notwithstanding any rental agreement, an owner who installs a new lock under Subsection (3)(a) shall refuse to provide a copy of the key that opens the new lock to the perpetrator of the act listed in Subsection (1).
- (e) Notwithstanding Section 78B-6-814, if an owner refuses to provide a copy of the key under Subsection (3)(d) to a perpetrator who is not barred from the residential rental unit by a protective order but is a renter on the rental agreement, the perpetrator may file a petition with a court of competent jurisdiction within 30 days to:
 - (i) establish whether the perpetrator should be given a key and allowed access to the residential rental unit; or
 - (ii) whether the perpetrator should be relieved of further liability under the rental agreement because of the owner's exclusion of the perpetrator from the residential rental unit.
- (f) Notwithstanding Subsection (3)(e)(ii), a perpetrator may not be relieved of further liability under the rental agreement if the perpetrator is found by the court to have committed the act upon which the landlord's exclusion of the perpetrator is based.
- (4) A renter who is a victim of domestic violence may terminate all of the renter's future obligations under a rental agreement if the renter:
 - (a) except as provided in Subsection (5), is in compliance with all obligations under the rental agreement, including the requirements of Section 57-22-5;
 - (b) provides the owner with:
 - (i) a court order protecting the renter from a domestic violence perpetrator; or
 - (ii) a copy of a police report documenting that the renter is a victim of domestic violence and is not the predominant aggressor under Subsection 77-36-2.2(3);
 - (c) provides the owner with a written notice of termination that includes the date on which the renter intends to vacate the renter's residential rental unit; and
 - (d) pays the owner a termination fee on the later of the day on which:
 - (i) the renter provides the owner with a written notice of termination; or
 - (ii) the renter vacates the renter's residential rental unit.
- (5) A renter may terminate all of the renter's future obligations under a rental agreement under Subsection (4) when the renter is not in compliance with the requirements of Subsection 57-22-5(1)(g) or (2) if:
 - (a) the renter provides evidence to the owner with the written notice of termination under Subsection (4)(c) establishing that:
 - (i) the noncompliance with Subsection 57-22-5(1)(g) or (2) occurred less than 30 days before the day on which the renter provided the written notice of termination to the owner; and
 - (ii) the noncompliance with Subsection 57-22-5(1)(g) or (2) is due to domestic violence;
 - (b) the renter is in compliance with all obligations of the rental agreement, except for the noncompliance described in Subsection (5)(a); and
 - (c) the renter complies with Subsections (4)(b), (c), and (d).

- (6) If a renter provides an owner with a written notice of termination under Subsection (4)(c), the renter shall:
 - (a) vacate the renter's residential rental unit within 15 days after the day on which the written notice of termination is provided to the owner; and
 - (b) pay rent for any occupation of the residential rental unit during that 15-day time period.
- (7) A renter may not terminate all of the renter's future obligations under a rental agreement under Subsection (4) after a notice of eviction is served on the renter.
- (8) A renter who terminates all of the renter's future obligations under a rental agreement under Subsection (4) is liable for any financial obligation owed by the renter:
 - (a) before the renter provided the owner with the written notice of termination under Subsection (4)(c);
 - (b) for any noncompliance with Subsection 57-22-5(1)(g) or (2) as described in Subsection (5); and
 - (c) for any occupancy of the residential rental unit by the renter during the 15-day time period described in Subsection (6).
- (9) The termination of a renter's future obligations under a rental agreement does not terminate the rental agreement for any other person entitled under the rental agreement to occupy the residential rental unit.
- (10) An owner may not:
 - (a) impose a restriction on a renter's ability to request assistance from a public safety agency; or
 - (b) penalize or evict a renter because the renter makes reasonable requests for assistance from a public safety agency.

Amended by Chapter 173, 2025 General Session