

Superseded 5/9/2017

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

- (1) As used in this section:
 - (a) "Corrective period" means:
 - (i) for a standard of habitability, three calendar days; and
 - (ii) for a requirement imposed by a rental agreement, 10 calendar days.
 - (b) "Deficient condition" means a condition of a residential rental unit that:
 - (i) violates a standard of habitability or a requirement of the rental agreement; and
 - (ii) is not caused by:
 - (A) the renter, the renter's family, or the renter's guest or invitee; and
 - (B) a use that would violate:
 - (I) the rental agreement; or
 - (II) a law applicable to the renter's use of the residential rental unit.
 - (c) "Notice of deficient condition" means the notice described in Subsection (2).
 - (d) "Rent abatement remedy" means the remedy described in Subsection (4)(a)(i).
 - (e) "Renter remedy" means:
 - (i) a rent abatement remedy; or
 - (ii) a repair and deduct remedy.
 - (f) "Repair and deduct remedy" means the remedy described in Subsection (4)(a)(ii).
 - (g) "Standard of habitability" means a standard:
 - (i) relating to the condition of a residential rental unit; and
 - (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).
- (2)
 - (a) If a renter believes that the renter's residential rental unit has a deficient condition, the renter may give the owner written notice as provided in Subsection (2)(b).
 - (b) A notice under Subsection (2)(a) shall:
 - (i) describe each deficient condition;
 - (ii) state that the owner has the corrective period, stated in terms of the applicable number of days, to correct each deficient condition;
 - (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;
 - (iv) provide the owner permission to enter the residential rental unit to make corrective action; and
 - (v) be served on the owner as provided in:
 - (A) Section 78B-6-805; or
 - (B) the rental agreement.
- (3)
 - (a) As used in this Subsection (3), "dangerous condition" means a deficient condition that poses a substantial risk of:
 - (i) imminent loss of life; or
 - (ii) significant physical harm.
 - (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.
 - (c) An owner shall:
 - (i) within 24 hours after receiving notice under Subsection (3)(b) of a dangerous condition, commence remedial action to correct the dangerous condition; and

- (ii) diligently pursue remedial action to completion.
 - (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).
- (4)
- (a) Subject to Subsection (4)(b), 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:
 - (i) if the renter chose the rent abatement remedy in the notice of deficient condition:
 - (A) the renter's rent is abated as of the date of the notice of deficient condition to the owner;
 - (B) the rental agreement is terminated;
 - (C) the owner shall immediately pay to the renter:
 - (I) the entire security deposit that the renter paid under the rental agreement; and
 - (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
 - (D) the renter shall vacate the residential rental unit within 10 calendar days after the expiration of the corrective period; or
 - (ii) if the renter chose the repair and deduct remedy in the notice of deficient condition, and subject to Subsection (4)(c), the renter:
 - (A) may:
 - (I) correct the deficient condition described in the notice of deficient condition; and
 - (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
 - (B) shall:
 - (I) maintain all receipts documenting the amount the renter paid to correct the deficient condition; and
 - (II) provide a copy of those receipts to the owner within five calendar days after the beginning of the next rental period.
 - (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.
 - (c)
 - (i) If a residential rental unit is not fit for occupancy, an owner may:
 - (A) determine not to correct a deficient condition described in a notice of deficient condition; and
 - (B) terminate the rental agreement.
 - (ii) If an owner determines not to correct a deficient condition and terminates the rental agreement under Subsection (4)(c)(i):
 - (A) the owner shall:
 - (I) notify the renter in writing no later than the end of the corrective period; and
 - (II) within 10 calendar days after the owner terminates the rental agreement, pay to the renter:
 - (Aa) any prepaid rent, prorated as provided in Subsection (4)(c)(ii)(B); and
 - (Bb) any deposit due the renter;
 - (B) the rent shall be prorated to the date the owner terminates the rental agreement under Subsection (4)(c)(i); and
 - (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).

(5)

- (a) After the corrective period expires, a renter may bring an action in district court to enforce the renter remedy that the renter chose in the notice of deficient condition.
 - (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.
 - (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, in addition to the applicable renter remedy, to:
 - (i) any damages; and
 - (ii) court costs and a reasonable attorney fee.
 - (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).
- (6) An owner may not be held liable under this chapter for a claim for mental suffering or anguish.