

**Effective 7/1/2024**

**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 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.
  - (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 to any damages, in addition to the applicable renter remedy.
  - (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.
- (7) In an action under this chapter, the court may award costs and reasonable attorney fees to the prevailing party.

Amended by Chapter 401, 2023 General Session