

**NOTICE TO LANDLORD OF DEFICIENT CONDITIONS
PURSUANT TO UTAH CODE 7-22-1 ET SEQ. (UTAH FIT PREMISES ACT)**



This Notice is given to:

This Notice is given by:

Landlord/Owner Name(s)

Tenant Name(s)

Street Address

Street Address

City, State, Zip

City, State, Zip

Pursuant to Utah Code 57-22-6(2), the above-referenced tenant hereby serves notice upon the above-referenced landlord or property owner regarding deficient conditions at the rental property located at:

(Address of Rental Property)

The undersigned tenant hereby gives permission for the landlord or property owner to enter the premises to make the repairs listed below:

DESCRIPTION OF DEFICIENT CONDITION	REPAIR WINDOW	REMEDY TENANT(S) WILL APPLY:
DANGEROUS CONDITIONS WHICH POSE A THREAT TO IMMINENT LOSS OF LIFE OR SIGNIFICANT PHYSICAL HARM:	24 HOURS	☐ RENT ABATEMENT OR ☐ REPAIR AND DEDUCT
REPAIRS CONCERNING THE HABITABILITY OF THE RESIDENCE:	3-CALENDAR DAYS	☐ RENT ABATEMENT OR ☐ REPAIR AND DEDUCT
HEALTH AND SAFETY REQUIREMENTS IMPOSED BY THE RENTAL AGREEMENT:	10-CALENDAR DAYS	☐ RENT ABATEMENT OR ☐ REPAIR AND DEDUCT

Under the Utah Fit Premises Act, if a landlord or property owner fails to take *substantial* action to correct the deficiencies stated above within the corrective period listed, a tenant shall choose one of the following remedies:

1. Rent Abatement.

a. Utah Code 57-22-6(4)(D)(i) states:

[I]f 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

2. Repair and Deduct.

a. Utah Code 57-22-6(4)(D)(ii) states:

[I]f 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.

After the corrective period expires, a renter may bring an action in any 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. If 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. Further, the court may award costs and reasonable attorney fees to the prevailing party.

Date

Tenant(s) Signature ► _____
Printed Name(s) _____

RETURN OF SERVICE

This Notice was served upon _____ (name) on _____ (date) in the following manner (check the appropriate boxes):

☐ by delivering a copy to the landlord personally or, if the landlord is a commercial landlord, by delivering a copy to the commercial landlord's usual place of business by leaving a copy of the notice with a person of suitable age and discretion;

☐ by sending a copy through registered mail, certified mail, or an equivalent means, addressed to the landlord at the landlord's residence, leased property, or usual place of business;

☐ if the landlord is absent from the residence, leased property, or usual place of business, by leaving a copy with a person of suitable age and discretion at the landlord's residence, leased property, or usual place of business;

A copy was left with _____ a person of suitable age and discretion at:

☐ landlord's residence or ☐ landlord's place of business

☐ if a person of suitable age or discretion cannot be found at the place of residence, leased property, or usual place of business, then by affixing a copy in a conspicuous place at the landlord's residence or usual place of business; or

☐ As directed in the rental agreement.

Print here _____
Name of person serving this notice

Sign here _____
Name of person serving this notice