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After verification and approval by the landlord, a lease will be signed. Laws - Title 57 (Real Estate) Disclosures Lead-Based Paint Disclosure - If the residence was constructed prior to 1978 them, according to federal law, this disclosure must be completed and signed by both landlord and tenant. Move-in Checklist (§ 57-22-4(3)) - Required to be completed by the landlord and distributed to the tenant before a lease can be signed. Other Versions (1) Standard Residential Lease Agreement - Version 2 Download: Adobe PDF, MS Word, OpenDocument The Utah lease agreement publishes the information referring to the details of a property rental arrangement and associated payment schedule for its use. The contract lists pertinent information of the transaction complete with contact information, property address, lease duration, payment timetable, limiting provisions, and security deposit amount. Once executed, the form will be a binding legal commitment on behalf of all involved parties.Rental Application - For the objective of finding a dependable tenant, this form demands certain details about a potential renter's life that can be used to confirm their eligibility for leasing a property.Lease Agreements By TypeAssociation of Realtors Version - An officially formatted version of the leasing paperwork created by the Association of Realtors located in the state of Utah.Download: Adobe PDFCommercial Lease Agreement - Creates a written ledger documenting the details of the rental of real estate for the purpose of conducting business activity.Download: Adobe PDF, MS Word (.docx)Lease to Own Agreement - Authorizes an option for the tenant to have first right of refusal to acquire a property at the termination of the contract.Download: Adobe PDF, MS Word (.docx)Month-to-Month Lease - A document put in place and executed to contract the renting of residential space for a duration of time with the specification that either party can terminate with the advance notice of thirty (30) days.Download: Adobe PDFRoommate Agreement - Paper evidence validating an arrangement for an individual to utilize a room and a cooperative space for a designated amount of time.Download: Adobe PDF, MS Word (.docx)Standard Lease Agreement - Categorizes the commitments to record the particulars contained in a property rental bond.Download: Adobe PDF, MS Word (.docx)Sublease Agreement - Qualifies tenant use of a property, granted by a person that is actively renting at the time of sublease.Download: Adobe PDF, MS Word (.docx)Landlord-Tenant LawsThe specifics regarding lessee and lessor involvement in the leasing of real estate is thoroughly circumstantiated within the Utah Code Title 57 Real Estate.Required Landlord DisclosuresMove-In Checklist - At the beginning of a leasing term, the landlord is required to furnish a checklist for the tenant to evaluate the condition of the premises. The tenant will then assess any issues, indicate them in the sheet, and return to the landlord within seven days (§ 57-22-4).Lead-Based Paint (42 U.S. Code § 4852d) - Federal legislation calls that for any property constructed before 1979, the landlord must include written warning of any risk of lead-based paint within the domicile to prospective tenants. An indication in the lease agreement must be stated and accompanying literature distributed to all individuals entering into the agreement.When is Rent Late?Utah statutes do not regulate a particular amount of time in which a tenant can be allowed grace for late payments. This may be clarified by the landlord or owner in the content of the lease agreement.Late FeesFor an owner to rightfully demand fees for late rental payments, explicit language relating to exact late fees and possible grace period must be enclosed in the contract. The state of Utah does not impose a limit on the amount a landlord can request for late compensation of monthly rent.NSF ChecksWhen employing the use of a personal or business check to make a rental payment, should it be rejected for insufficient monies in the account, it could be subject to a charge. For a fee to be enforced, it must be identified in the lease agreement and can be no more than \$20 for each case (§ 7-15-2).Security Deposit MaximumLimitation of the amount an owner can lawfully demand as a deposit from a potential renter is not established in any of the Utah Code bylaws (§ 57-17).Security Deposit ReturnState law stipulates that the security deposit for residential rental properties must be returned within thirty (30) days of the tenant vacating the premises at the end of the lease. The amount refunded to the renter will be the full amount of the deposit, subtracting the cost of any defects or damages from the property other than normal wear and tear issues (§ 7-17-3).Landlord's EntryAn agent of the owner or landlord will be allowed permission to enter the dwelling as long as the individual renting is informed twenty-four (24) hours ahead of time (§ 57-22-4). Access to the unit will be granted for any reasonable maintenance or building emergency (§ 57-22-5). The Utah rental agreements are real estate contracts between the landlord who oversees the property and a tenant who wants to use it in exchange for regular rent payments. These documents contain other terms and conditions associated with the use of the property and must follow Utah's landlord-tenant law. Utah Rental Agreement Types Utah Required Lease Disclosures Landlord's Name & Address (required for all) - Utah requires landlords to provide their contact information (or the contact for an authorized agent) in the lease so demands and notices can be properly delivered. Move-In Checklist (required for all) - Utah landlords are required to provide a move-in checklist that outlines the current condition of the home so that the security deposit may be recovered appropriately upon move-out. Methamphetamine Contamination Disclosure (required for some) - If the Utah landlord has any knowledge of potential methamphetamine contamination, they must disclose this information and withhold from leasing the unit until remediation occurs to protect tenants from exposure. Lead Based Paint Disclosure (required for some) - If the rental unit resides in a building built prior to 1978, the landlord must provide a lead based paint disclosure in the Utah lease agreement alongside an informational pamphlet and disclosure of any known hazards to limit the chances of lead paint toxicity affecting a new tenant. To learn more about required disclosures in Utah, click here. Utah Landlord Tenant Laws Warranty of Habitability - Utah landlords are required to provide the following to all tenants: in-unit heating/cooling, plumbing, electric outlets, clean common areas, and more. They must also provide essential and non-essential repairs within 3 and 10 days, respectively. If these duties are not met, an effected tenant may abate rent or seek a repair and deduct action. Evictions - A Utah tenant is entitled to a 3-day notice if they are being evicted for non-payment of rent, violating a lease term, or committing a crime. As such, most evictions in Utah are completed in just a couple of days. Security Deposits - Utah does not maintain a standard limit for security deposits. It does maintain a standard for returning security deposits, however (30 days after lease termination). Lease Termination - Month-to-month renters in Utah only need to provide 15 days of notice to legally break off their lease. Meanwhile, fixed-term renters will need to supply proof of one of the following exceptions to terminate their lease prematurely: active military duty, landlord harassment, unit uninhabitability, or domestic violence. Rent Increases & Fees - In Utah, a landlord may raise their tenants' rent rates at will and by as much as they see fit. They are additionally not required to provide notice of these increases. This same type of freedom extends to most service fees, which are not caped by the state. Only returned check fees are limited in this way (\$30). Landlord Entry - By default, all Utah landlords must provide 24 hours of notice when they intend to enter a tenant's unit. This standard may not apply when the landlord is showing the unit or is entering to warn of an emergency situation. Settling Legal Disputes - Utah's small claims courts accept a fair number of cases arising between landlords and tenants. While this does not include eviction cases, it does include most other disputes valued at up to \$10,000. To learn more about landlord tenant laws in Utah, click here.



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