

The Renter Toolkit:

Keys to successful living.



A message to landlords & tenants:

For years, landlords and tenants have struggled to communicate with one another in a manner that allows the concerns, issues, and rights of both parties to be mutually respected and addressed. Property owners and managers have struggled to maintain their businesses and livelihoods while balancing the needs of tenants. Tenants have had difficulty understanding the purpose behind what can seem like heavy-handed policies and rules. Both sides of the overall landlord/tenant issue have valid concerns.

This booklet aims to address some of those concerns in a meaningful, mutually respectful way. It is our goal to provide information to tenants that will be useful in addressing the interests of both landlords and tenants and will ultimately act as a guide to being successful in rental housing.

To that end, we provide information here that is divided into 3 categories: Being a Successful Tenant, Renters' Rights and Obtaining Homeownership. We believe that these sections will strengthen the business relationship between property owners, property managers, and renters.

Being a Successful Tenant helps tenants understand the process of renting a dwelling, from applying for housing through the situations that can arise once a person is living in a rental unit. It also explores the end of the rental term, when your lease ends and you move out.

Renters' Rights explores the laws and rules that protect tenants. It also addresses the rights of property owners, so that you can recognize limits when it comes to exercising and protecting your rights.

Obtaining Homeownership briefly covers the preparation process and programs in our community for tenants who feel they might be ready to become homeowners. This will help tenants determine whether or not they're ready, and if so, how to proceed as an informed potential homebuyer.

We hope that The Renter Toolkit will prove useful to both landlords and tenants who want to achieve better communication, understanding and respect in their contractual relationships.

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Disclaimer:

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Section 1 - Being a Successful Tenant

Rental housing is an important part of our communities. Apartment communities provide great places to live for people who are in all different stages of their lives. Almost everyone will live in rental housing at some point in their life, and many people may want to live in rental housing their entire lives. This section will provide information on living in rental housing successfully. What do you need to know about applying for an apartment? How should you communicate with your landlord? How should you deal with problems? What are your responsibilities? What about emergencies? This section explores each of these topics.



The Application Process

- 1- Figure out how much you can afford.** The rule of thumb is that you should not spend more than 30% of your total monthly income on housing expenses (including utilities). Take your total monthly income and divide by 3; this is the maximum rent you can afford. Don't forget to consider your other expenses such as loans, credit cards, and basic needs when determining what you can afford to pay for rent.
- 2- Where do you want to live?** When you begin looking for a rental, make a list of your needs and wants. How many bedrooms do you need? Do you need laundry facilities? Are pets allowed? Is it close to school or work? You can find apartments online, by visiting neighborhoods and by referrals from friends and family.
- 3- Touring Properties.** You should always ask to see a unit before signing a lease or putting money down. Be sure to inspect for cleanliness and maintenance. If a building is in bad condition or if there is a lot of noise, you may want to continue your search.
- 4- Meet the Landlord.** Depending on the type of rental, the landlord may be the owner, a property manager, or a leasing agent. It's important to be clear about your needs and get all of your questions answered. Be sure to dress neatly and conduct yourself respectfully. Be prepared to provide information about your job, income, credit, previous landlord references, and past rental history. Ask about policies concerning rent, roommates, security deposits and pets.
- 5- If it doesn't fit, keep looking.** If you have pets, make sure the property allows them. If you smoke, find out what the property rules are for smoking. Find out if you will meet the criteria for renting. Some apartments may not rent to you if you have poor credit, a criminal history, or some other risk factors. Be upfront and honest about these issues. Don't fill out an application or sign a lease if the property doesn't fit your needs or if you do not believe you will qualify.
- 6- Fill out the application.** If the apartment meets your needs and you believe you are a qualified applicant, ask for an application. Be prepared to pay an application fee. *Be sure to ask the criteria by which the application will be considered. It will save you time and money.

Rental applications will usually ask about the following: Current and past landlords and employers; names and contact information for references; names of people who will live with you; credit authorization and information about your income.

The landlord cannot deny your application based solely on any of the following: Race, color, national origin, religion, sex, disability, or family status (families with children under 18). In Utah, you cannot be denied housing based on your source of income. See the Renters' Rights section for more information on housing discrimination.

Being a Successful Tenant

Are there types of landlords I should avoid? Yes. Before you enter a rental agreement, be sure that the landlord or property manager conduct themselves professionally. Be sure that the person you are entering the agreement with understands the laws and best practices of being a landlord. Ensure that all agreements and policies are in writing. You should also consider the potential landlord's availability. Does he or she return your calls promptly? Is the landlord local or does he or she have a local representative? Are the rental unit and common areas well maintained and in good repair? The Utah Apartment Association is a membership group for landlords that promotes fair practices and ethics. You may want to consider asking a prospective landlord if he or she is a member of the Utah Apartment Association.

Leases & Rental Agreements

The rental agreement lays out all the rules, policies and guidelines of the owner. The rental agreement may be a lease with a specific time frame or a month-to-month agreement.

Be sure to inspect the unit prior to renting and, most importantly, read the entire rental agreement BEFORE you sign it. Because the agreement is a contract, you are bound by law to comply with it. If there is something in the lease that you don't like, don't sign it. It's better to take a loss on the application money you put down than it is to be miserable in your rental or face eviction because you didn't comply with the agreement.

Common Questions in the Application & Leasing Processes:

What is a rental agreement? A rental agreement is a legally binding contract that explains to you and the landlord the basic rules of the landlord-tenant relationship. You should always ask for a written agreement; don't enter into a verbal contract for rental housing. It's important to have everything down in black and white so that you can refer back to it later. Month-to-month and leases are two types of rental agreements. It is important to understand which type of agreement you are signing.

***Month-to-month agreement-** A month-to-month agreement means that you will live in the unit and pay rent on a monthly basis. A landlord must give you 15 written days notice to terminate this type of rental agreement. In some cases, the agreement will extend the notice to 30 days written before asking you to move. In a month-to-month agreement, you may also move out after giving written notice - the agreement should specify the number of days notice you must provide.

***Lease-** A lease agreement is a contract that states the length of time you will be renting the unit. This time period is often referred to as a "term." The term can vary from just a few months to a year or longer. You will normally still pay rent on a monthly basis, but you cannot move out before the term is up. Doing so is called "breaking the lease," and there are usually fees and consequences associated with breaking a lease. The lease also typically specifies the parties, premises, rents and fees, rules and policies, and includes the signature of both parties.

What should I look for before I sign a rental agreement? Be sure to inspect the unit room-by-room before you sign paperwork or move in. Most landlords will have an inspection list. Go through it together so that you can agree on the condition of the apartment. Keep your completed inspection list along with your rental agreement for when you move out. Things to look for: Is the unit clean and maintained? Are there signs of water damage or leaks? Is there hot water? Is the unit clean to your satisfaction? Is there damage to the floors, walls, ceiling, appliances, etc.? Are there signs of mold or pests? Do the plumbing, heating and air conditioning work? **Don't move into a unit that is not clean or habitable. Photograph any wear and tear in the unit before you move in so that you won't be held responsible for it later.**

Being a Successful Tenant

Renting the Unit: Things to Remember

Read the Rental Agreement! The importance of reading the rental agreement cannot be stressed enough. Most of the problems that come up in landlord-tenant relationships come from the tenant not reading or understanding the terms of the rental agreement. If you don't understand it, ask questions. If you do not accept the terms, do not sign the agreement. Instead, find a different rental with terms that you can accept.

Pay rent on time. Failing to pay the rent on time can have serious consequences. Many landlords charge fees for late rent payments, and you can be evicted for failing to pay rent. Contact your landlord if you think you may be late paying rent. Get a receipt from your landlord each time you pay rent. Don't pay rent with cash, or if you must, be sure to get a receipt. Pay with check or money order. This way you have your own receipt if there is a dispute about whether rent was paid. If your landlord doesn't typically provide receipts, you can get a receipt book for your own records and ask the landlord to sign one each time you pay.

Understand your security deposit. Most landlords require a security deposit before you can move in. This is different from the application fee. Security deposits are refundable, although your landlord may use your security deposit to clean or repair damages to the apartment after you move out or to cover rent or other fees that you still owe. Your landlord must provide you with your deposit or an accounting of how the deposit was spent within 30 days of the day you move out. You must provide your landlord with a forwarding address so that he or she can provide this to you.

Know the guest policies. The landlord has the right to make reasonable policies about guests on the property. These are usually spelled out in your rental agreement. If you have a guest who overstays the amount of time allowed as specified in the rental agreement, they may be asked to leave the premises or sign a lease, or you may face eviction.

Turn on Utilities. You'll want to have the utilities put in your name and turned on about a week before you move in. Typically, your landlord will provide you with a list of utility providers and their phone numbers when you sign the lease. Utility companies often charge connection fees and sometimes charge deposits, too.

Do I need renter's insurance? Yes. If you can afford to buy renter's insurance, you should. Many rental agreements require that you have and keep renter's insurance for the entire time that you live in the unit. This protects the landlord, but more importantly, it protects you! Your landlord's insurance does not cover your personal items.

How do I change my address? It's important to change your address when you move so that you continue to receive your mail. You can get the change of address form at any U.S. Post Office or online at www.usps.gov.

Appropriate Expectations. A \$500 per month apartment is never going to be as big, fancy or up-to-date as a \$1,200 per month apartment. Be sure that your expectations are realistic and in line with what your budget says you can afford. A good rule for determining what you can afford is that your housing costs should be no more than 30% of your gross income.

Being a Successful Tenant

The Business Relationship

One important aspect of renting that tenants should remember is that the relationship between landlord and tenant is a **contractual business relationship**. This means that your relationship is governed by the contract that you have with one another.



A contractual business relationship is not the same as a friendship. There are many things you might ask of your friends that you would not ask of your landlord. There are ways you might talk and act with friends that would not be appropriate when dealing with your landlord.

The most important things to remember about the business relationship are respect and professionalism. When you're dealing with your landlord, you should conduct talk and act with the same attitude that you would use at work. Be courteous, communicate clearly, maintain your decorum and keep your emotions in check. Your chances of being able to work through problems with a landlord often depend on how you talk and act yourself.

Finally, because the business relationship is a contractual one, you should ensure that any changes are to your rental terms are put in writing.

Communication

Communication is the key to keeping a good relationship with your landlord. Here are some tips for good communication:

Write down your questions and concerns ahead of time

- Establish and maintain eye contact.
- If you're not sure that you understand, ask questions to clarify.
- Avoid generalized statements, such as "everyone," "always," "never," "every time."
- Listen. Wait for the person to complete a thought before speaking. Don't interrupt.
- Try to be clear by making sure your words and your actions are saying the same thing.
- Ensure that the other person understands what you are saying. Don't assume they know what you mean.
- Say what you mean and mean what you say. Be direct and honest. Don't dance around the issue or play games.
- Don't unload. It's not appropriate to seek a shoulder to cry on or ask for personal advice in a business relationship.

**Make sure you get any promises or agreements in writing
signed by both yourself and the landlord.**

This way you always prove of what was agreed to, if you need it.



Being a Successful Tenant

Renter Responsibilities

Your responsibilities as a renter are spelled out in your rental agreement. A rental agreement with a professional landlord will explain all of the rules, policies, procedures and responsibilities associated with your rental. That is why it is so important to read and understand it.

Some of the basic responsibilities include:

1- Pay Rent. This seems obvious, however, it is very important to pay rent on time. If there is a problem that you think the landlord should take care of, stay current on your rent while working with them to resolve the problem. If you think that you will have trouble making rent for the upcoming month, start thinking of ways that you can adjust your spending. Ideas include asking for utility assistance, using a local food pantry, or utilizing free financial counseling services. Phone numbers for these programs are located on pages 24-26 of this book.

Remember, paying rent on time is your number one responsibility.

2- Follow the rental agreement. The landlord's policies are spelled out in your rental agreement. By following with these policies, you can avoid eviction, maintain a good relationship with your landlord, and take good care of the property so that future renters will also have a nice place to live.

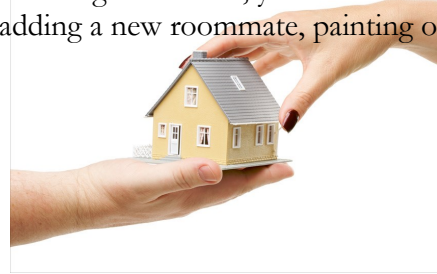
3- File maintenance & repair requests. From time to time, things will break in the rental unit. This can be due to the normal wear and tear of living or negligence. Regardless of the cause, you should help the landlord keep the property in good condition by letting him know when something needs to be repaired or replaced. You are responsible to make sure your landlord knows about maintenance & repair issues.

4- Keep the rental unit clean. This is as much for your health and safety as it is for your landlord's needs. By keeping a clean and tidy living area, you will be healthier and happier in your rental home. Clean the entire unit on a regular basis. Don't let clutter get out of control. Keeping the apartment clean will also make moving out easier when the time comes.

5- Report Bed Bugs and Pests. Keeping the unit clean will help you avoid problems with bugs and pests. If you do have an infestation in the unit, report it to the landlord right away.

6- Give WRITEN notice. If you are moving out, you need to give notice to your landlord or property manager. Your rental agreement will provide guidelines on how much notice you need to give. If you break a lease, there may be fees and additional consequences. Even if your rental term is up, you need to give notice that you are moving. Check your rental agreement often so that you are on top of deadlines for leaving notice as well as other policies that you need to follow. If the rental agreement does not specify the time frame for giving notice, you must provide 15 days written notice before the term of the lease expires.

7- Get permission for changes. If you want to change anything while you're living in the unit, you must have your landlord's written permission. Some examples of changes may include adding a new roommate, painting or changing the locks on the doors.



Budgeting

Budgeting is the most important step in being able to pay rent consistently. Creating and sticking to your budget will allow you to know how much money you have at any one time and will help you be responsible in meeting your monthly obligations. Budgeting is a great way to be on top of your money even if you never plan to own a home! Here are the basics of budgeting:

1- Track your spending. Find out where your money has been going. Keep a diary of spending for a couple of months. Include everything, even small amounts that seem unimportant. They can really add up.

2- List all of your monthly expenses. Don't forget savings. Treat it like a bill. Then budget an amount for each expense. Some expenses will be "fixed," like rent. They are the same each month. Others will be "variable," like groceries. They may go up or down. You have more control over variable expenses.

3- Add up your monthly income. Look at pay stubs, bank statements and any other records that track income.

4- Balance your budget. Your total expenses should not be more than your total income. If they are, rework the amounts that you budgeted. Try not to cut savings.

5- Track the money you spend. During the month, update your records to track what each expense actually costs. Prioritize spending so that your needs are covered before you spend on "wants."

6- Review your budget. Do this monthly to see how well you're meeting your goals and where you need to make changes in your budget.



Sample "Household Budget" worksheets are available on pages 22-23 of this book.



Being a Successful Tenant

Dealing with Problems

Problems will occasionally occur during your stay in your rental. Some problems are small, like noisy neighbors and routine maintenance needs. Others can be large, like issues of health and safety. It's important to understand your basic rights as a tenant. The section on renter's rights in this book addresses what you need to know about your rights and your landlord's rights. Good communication and professionalism are the keys to dealing with problems effectively.



Here are some additional guidelines:

- **Use common sense.** Be a good neighbor. Don't make too much noise, keep common areas clean, don't let trash pile up outside your unit, take good care of the rental unit, use only your assigned parking space, and try to be friendly and respectful to everyone you meet.
- **Call your landlord first.** If there is a problem in your apartment, the first thing you should do is let your landlord or apartment manager know. Since apartments are businesses for landlords, they want to make sure that the units are kept in good condition and will usually respond to requests as quickly as possible. This is true of maintenance and repairs needs as well as issues with neighbors.
- **Know your neighbors.** Introduce yourself and get to know them well enough that you feel comfortable around them. This way, if there are issues with too much noise or you need help with something, you can go to them.
- **Be understanding and reasonable.** Some requests are urgent and some are not. It's important to understand the difference between a routine maintenance request and an urgent repair. Be aware that other tenants may also have maintenance and repair requests that are more urgent than yours. Most apartment communities have a small maintenance staff who simply cannot do everything at once, they prioritize request by urgency rather than the order in which they are received.
- **Treat others the way that you want to be treated.** Treat neighbors, property managers, utility workers and maintenance staff with respect and decency. Kindness can go a long way when you're working through a problem.

Resolving Disputes

Even in a good business relationship, there are sometimes disagreements. If talking or writing to with your landlord over a specific issue is not working, you can attempt to enter mediation with the landlord.

In the Salt Lake Valley, call: Salt Lake Community Action Program at 801-359-2444.
Elsewhere in the state, call: The Utah Dispute Resolution at 877-697-7175.

Both programs provide free help to low-income Utahns. A landlord must agree to mediation; you cannot force your landlord into mediation.

Being a Successful Tenant

Dealing with Emergencies

From time to time, you may have to deal with an emergency in your rental unit. It's important to recognize the difference between an emergency and a situation that needs to be addressed, but is not an emergency.

Some examples of emergencies:

- You see signs of illegal drug use in a neighboring unit.
- An electrical problem causing sparks or fire.
- Your plumbing is stopped up.
- Your front door is broken and cannot be locked or secured.

Contact your landlord, and you should contact right away. In some situations, it *may* be more appropriate to call the police first and then contact the landlord.

Some examples of urgent but non-emergency situations:

- Your neighbors have loud music or other noise and they refuse to stop when asked.
- The dishwasher in your unit is not working properly.
- Your kitchen faucet is leaky.

In situations like these, you should contact your landlord. In these types of situations, the landlord does not need to respond right away, but should respond in a reasonable amount of time.

When to Call 911:

Calling 911 should be used only by people experiencing emergency situations. "Emergency situations" are life-threatening or serious occurrences that necessitate the immediate aid of a police officer, fire fighter or medical personnel.

- Call the 911 if you or another person needs an **ambulance** and/or **emergency medical assistance**. Emergency medical assistance is needed for people who are injured, such as in a car crash or who have a serious medical condition. A person who is unconscious or unresponsive, uncontrollably bleeding, having a hard time breathing or having chest pain needs an immediate medical response.
- Call 911 if you **see a crime**. Police officers will be sent to the scene.
- Call 911 if there is a **fire**. The Fire Department will be sent to the scene.
- Call 911 if you notice **suspicious behavior**, such as a stranger sneaking into your neighbor's house when he is absent. Call immediately if someone, especially a woman or a child, is being forced into a vehicle.
- Call 911 if you hear **suspicious sounds**. Examples include breaking glass, explosions, gunshots or screams, which can indicate an accident or a crime is occurring.
- Call 911 in the case of a **break-in, unwanted intruder or robbery**.



Being a Successful Tenant

Tenant Safety & Emergency Preparedness

Tips for Staying Safe:

- Keep hallways clear. Check stairways and around buildings. Never store items or put trash in these areas. Following this guideline helps prevent falls, fires and other safety problems.
- Take the trash out often. Trash that piles up can be a health and fire hazard and can attract unwanted pests.
- Clean your living areas often to prevent mold, pests and sickness.
- Be careful with potential poisons; including cleaning products and medicines. Follow instructions for safe storage and keep them away from children's reach.
- Do not keep flammable liquids like gasoline and paint thinners in your home.
- Avoid using portable heaters.
- Maintain working batteries in smoke and carbon dioxide alarms.
- Use appliances only as they are intended. Do not let children use appliances without adult supervision.
- Be careful with electrical cords. Replace cracked or frayed cords right away. Keep cords out of walkways, avoid using extension cords and always use surge protectors.
- Alert your landlord if you suspect plumbing leaks or electrical problems.
- Do not smoke indoors. Keep lighters and matches away from children.
- Keep outside doors and windows locked and don't leave spare keys on the premises.
- Don't allow drug use in your home. Report suspected drug use to the landlord or property manager.

Preparing for Emergencies:

It is important to make sure that the entire family is prepared and informed in the event of a disaster or emergency. You may not always be together when these events take place and should have plans for making sure you are able to contact and find one another.

The **American Red Cross** has an emergency preparedness checklist which includes:

- Know which disasters are most likely to occur where you live.
- Have a family disaster plan and practice it.
- Have an emergency preparedness kit.



End of Section I

Section II - Renters' Rights

What are my rights as a tenant?

As a tenant in the state of Utah you have certain rights. Among your rights are the rights to fair housing under the Federal and Utah Fair Housing Acts, and the right to peaceful enjoyment and habitable living conditions under the Utah Fit Premise Act. You also have certain rights in the eviction process. Your landlord also has certain rights as a property owner. This section will give some basic information about your rights as a tenant and where you can get help if you are concerned that your rights have been violated.

The Right to Fair Housing

The Federal Fair Housing Act provides protection against housing discrimination based on any of the following:

- Race
- National Origin
- Color
- Sex
- Family Status (families with children under 18)
- Religion
- Disability



The Utah Fair Housing Act also protects individuals from discrimination on source of income. In the state of Utah, you have the right to select housing regardless of your source of income (for example, if you receive state, local, or federal government housing vouchers or other assistance). This means that families receiving subsidies such as welfare, food stamps or housing vouchers cannot be denied housing solely because they receive such assistance. Victims of discrimination may use the State and Federal Fair Housing Acts to resolve problems and disputes.

Several municipalities in Utah have also taken steps to protect Lesbian, Gay, Bisexual, Transgendered (LGBT) Americans from housing (and employment) discrimination. The following municipalities have adopted ordinances that protect LGBT residents from housing discrimination:

Alta * Grand County * Harrisville * Logan * Midvale * Moab * Murray * Ogden * Park City * Salt Lake City
Salt Lake County * Springdale * Summit County * Taylorsville * West Valley City

What is Housing Discrimination?

Housing discrimination doesn't always mean having a door slammed in your face or a bigoted remark directed at you. Unsuspecting renters or home buyers may be politely turned away from the housing of their choice, even though they are qualified. The following are some examples of possible discrimination, provided by the Utah Antidiscrimination and Labor Division:

- In Maryland, three African men were evicted by a landlord who terminated their leases and immediately leased the unit to white tenants.
- In California, a woman with a disability who uses an assistance animal was refused a rental unit in an apartment with a "no pets" policy.
- In Ohio, a woman was denied housing because of an unlawful "no kids" policy.

Renters' Rights

How do I know if my problem is covered by the Fair Housing Act? Are there exceptions?

The Federal Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four rental units, single-family homes sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

How to File a Complaint:

Anyone who believes that they have been the victim of housing discrimination may file a complaint with the Utah Antidiscrimination and Labor Division (UALD) of the Utah Labor Commission.

Here are the steps to filing a complaint:

1- Obtain a Housing Questionnaire. You can get one at the UALD office or an online copy by visiting the UALD website at www.tinyurl.com/fhquest and print a copy of the form.

2- Complete the form, sign it and return it to the UALD office. Keep a copy of the completed form for your own records. Be ready for a possible interview with one of the intake officers.

3- Copies of any of the following will help in investigating your claim; although they are not required to file a complaint, :

- Violation Notices
- Rental Agreements
- Documents supporting your request for a reasonable accommodation (in cases of disability discrimination)
- Information about witnesses
- Other information that you feel supports your complaint

*(Keep your originals and only provide copies to the UALD)

How to contact the UALD

Utah Antidiscrimination & Labor Division

160 East 300 South, 3rd Floor
PO Box 146600
Salt Lake City, UT 84114-6600
801-530-6800
Toll Free: 800-222-1238
Email: discrimination@utah.gov
Business Hours: M-F 8am - 5pm
www.laborcommission.utah.gov



Renters' Rights

Retaliation:

State and Federal law prohibits housing providers from retaliating against individuals for filing a fair housing complaint. The UALD fully investigates all allegations of retaliation against those that have exercised their fair housing rights or assisted others in doing so.

Filing Deadlines:

To file a claim under Utah law with the UALD, you must file your claim within 180 days of the alleged discrimination. To file under federal law with the U.S. Department of Housing & Urban Development (HUD), you must file your claim within one year. The UALD can give the HUD form to you. All complaints filed with the UALD are also considered filed with HUD.

To file through the court system, you must file within two years of the alleged discrimination and you will need to hire your own private attorney. You may not pursue a private court action at the same time as you have a complaint filed with the UALD and/or HUD. The goal of the UALD is to resolve charges of housing discrimination as quickly as possible. They use mediation techniques to bring cases to a successful conclusion, saving time and money for both parties.

The Utah Fit Premises Act: The Right to Peaceful Enjoyment

One of the most common misunderstandings in a landlord-tenant business relationship is about a landlord's right to enter a rental unit and a renter's right to peacefully enjoy the unit.

Every renter in the state of Utah has the right to peaceful enjoyment as outlined in the Utah Fit Premises Act. This means that they can reasonably expect that their privacy will be respected in their homes. Except in limited circumstances, your landlord, the property manager and the maintenance staff cannot enter your apartment without first notifying you. It is important to understand when and how a landlord can enter your rental unit.

You can read the Utah Fit Premises Act by visiting:

http://le.utah.gov/code/TITLE57/htm/57_22_000100.htm.

When can my landlord enter my rental unit?

The landlord **must** give 24 hours notice before entering your rental unit unless your rental agreement states otherwise. Even if a tenant is behind on rent, the landlord cannot enter the rental unit without notice. Owners and renters can agree to different notice timelines in a rental agreement, so know what your rental agreement says.

Exceptions:

- In cases of emergency, your landlord can enter your rental unit without notice. Emergencies include situations like fire, sewer or plumbing issues, electrical problems, etc.
- Tenants may call 911 to report any intrusion by the landlord, management, or maintenance staff. Check your lease for specific notice requirements before making a police call.

Renters' Rights

The Utah Fit Premises Act: The Right to Habitable Living Conditions

All renters in the state of Utah have the right to “habitable” living conditions. These are defined in state law under the Utah Fit Premises Act.

Don't assume that a landlord knows about a needed repair just because it was there when you moved in.

Most landlords recognize that their rental units are businesses and want to protect their businesses by taking good care of their properties. Oftentimes, a simple maintenance request will address needed repairs. You should always notify your landlord in writing (per law all requests must be in writing) of needed repairs as soon as you notice that something is broken or not working properly.

If a landlord does not pay attention to a repair request, tenants can use the Utah Fit Premises Act to formally request the needed repairs. Under Utah law, landlords must respond to these requests in a timely manner.

There are seven specific problem areas that renters can address using the Utah Fit Premises Act. The landlord must begin corrective action on these issues within 3 days of your written request:

- | | |
|--|---|
| 1- Unsafe or Unsanitary Conditions. | 5- Deficiency in Hot & Cold Water. |
| 2- Deficient Electrical Systems. | 6- Deficient Air Conditioning Systems. |
| 3- Deficient Heating. | 7- Unsafe or Unsanitary Common Areas. |
| 4- Deficient Plumbing Conditions. | |

In addition, tenants whose rental agreements specifically address particular appliances and facilities are protected under the Utah Fit Premises Act, if those listed appliances and facilities were working or accessible at the time that you moved in. If your rental agreement specifically names appliances or facilities and they are not in working condition, you can use the Utah Fit Premises Act to notify your landlord of needed repairs. In these cases, the corrective period for the landlord is 10 days.

The Utah Fit Premises Act outlines the proper way to notify the landlord of a deficient rental condition. You must be current on your rent and any other fees when you make a request for conditions to be addressed through the Utah Fit Premises Act.

Tenants who wish to file a formal request using the Utah Fit Premises Act can use the Notice of Deficient Conditions form provided by Utah Legal Services. If you need additional help, you can contact Utah Legal Services at (800) 662-4245 or by visiting www.utahlegalservices.org. They can help you be sure that you are following the correct steps and that your problem is actually covered by the Utah Fit Premises Act.

Even if you believe the conditions in your rental unit are deficient, you must continue to pay your rent. You can be evicted for nonpayment of rent, even if your unit is not considered habitable. Tenants can obtain additional help by contacting their local Health Department for assistance with habitability issues in a rental unit.

Remember landlords and tenants sometimes disagree about how bad a problem is. First, try filing a routine maintenance request with your landlord. If that doesn't work, you can use the Utah Fit Premises Act, and you may want to work with someone who can help you understand the process and protect your rights.

Renters' Rights

The Eviction Process

Most tenancies will end when renters give written notice of their intent to move as outlined in their rental agreement. Sometimes tenancy can end in eviction. Eviction is a process that legally ends your tenancy in a rental unit. A landlord can evict a tenant for a number of reasons, including illegal activities, nonpayment of rent or violation of the terms of the rental agreement. A landlord cannot begin an eviction lawsuit in court without first giving you written notice of your eviction.

In Utah, a landlord must provide a 3-day written notice before beginning eviction proceedings in court. These notices most often direct the tenant to pay overdue rent or to stop violating terms of the rental agreement. Types of written eviction notices include:

- 3 days to pay rent or vacate
- 3 days to comply with lease or vacate
- 3 day nuisance or criminal nuisance
- 5 day to pay or vacate If you own your mobile home and live in a mobile home park
- 5 day “tenant at will”
- 15 or 30 day “no cause” eviction in month-to-month non-subsidized rental

If the tenant has not vacated before the notice period ends, then the landlord must file an eviction lawsuit against the tenant. If the tenant has no defense to eviction then the tenant is said to be “unlawfully detaining” the rental unit after the notice period expires.

How can I avoid eviction?

The best way to avoid eviction is to pay rent on time and follow the terms of the rental agreement. Do not conduct illegal activities or allow others to break the law in your rental unit. You should also maintain a good business relationship with your landlord or property manager so that if you do have problems with rent payments or complying with the lease, they will be more likely to work with you.

What should I do if I get an eviction notice?

Don't wait! Get legal help as soon as possible. If you are in a low-income household, a senior citizen or are the victim of domestic violence, call Utah Legal Services for help. Tenants who are not seniors, low-income or domestic violence victims should review the flyers and information on eviction on the Utah Legal Services website: www.utahlegalservices.org.

Many of the Utah State Courts offer free and low cost legal clinics. To find one in your area, visit: <http://www.utcourts.gov/howto/legalclinics/>

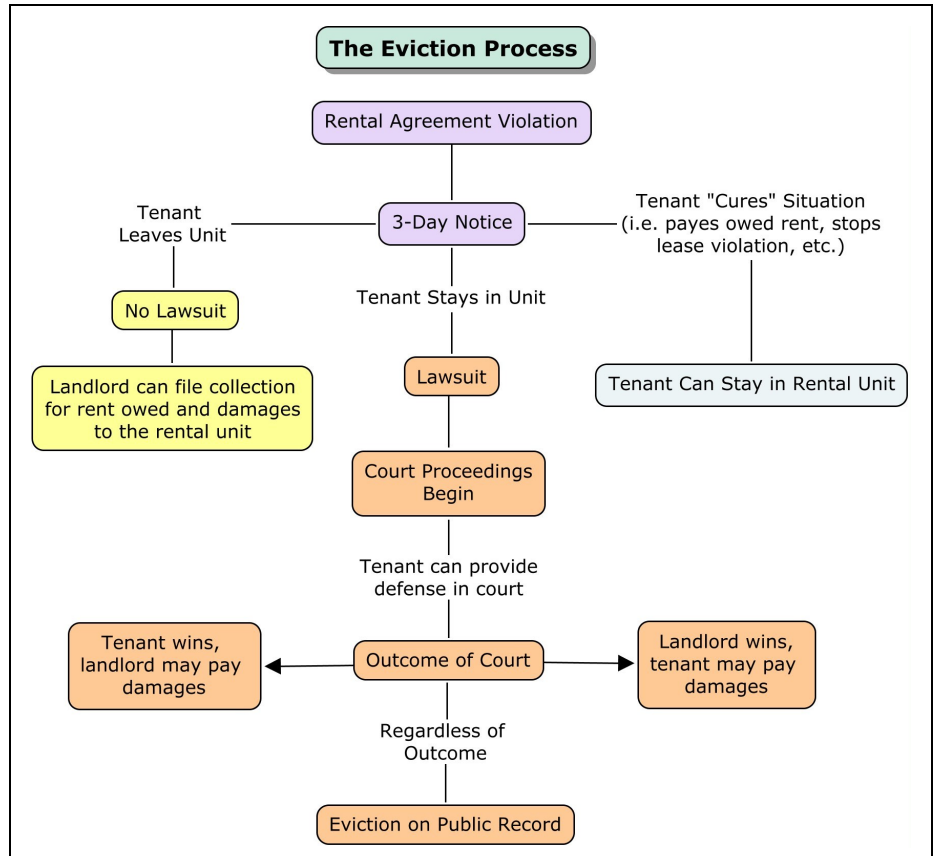
If you owe rent but can pay it soon, you can ask the landlord to agree to a written repayment plan. Be aware that the landlord does not have to agree to a repayment plan.

You can also call 2-1-1, the information and referral service. Some social service agencies have limited funds to provide rental assistance in some cases. If you want to try mediation with your landlord, you can contact Utah Dispute Resolution at 877-697-7175 or the Community Action Program if you live in Salt Lake County at 801-359-2444.

Renters' Rights

The landlord can require that you appear in court occasionally to answer questions about your income and assets. This is called a "supplemental proceeding." If you get such a notice to appear, you must go. If you do not, a warrant for your arrest can be issued by the court.

If you have no good defense to eviction, you will have to move out. You can try to negotiate with the landlord by agreeing to move out on a certain date in the very near future (such as one week) in exchange for the landlord not filing an eviction action. The landlord does not have to agree to negotiate with you and there may be legal consequences if you stay longer than the 3-day notice to vacate time-period.



If you are served with a summons and complaint for eviction, there is very little time to respond. If you get a summons and complaint but do not respond, a judgment will be entered against you "by default" both evicting you and ordering you to pay an amount of money (in Utah, it is typically 3-months rent and the landlord's court and attorney fees).

What if I move out during the notice period?

The landlord cannot file an eviction lawsuit against you if you have already moved out. The landlord can still file a collection action against you for unpaid rent and damage to the property. Such an action can result in garnishment of your wages.

How will an eviction lawsuit affect me?

Once an eviction action is filed, it is a permanent record. Landlords often do background checks when someone fills out an application to be a tenant. Some landlords will not rent to people against whom an eviction action has been filed, even when the defendant wins or the case is dropped. Some employers also take evictions on a background check into consideration in the hiring process.

If the judge determines that the tenant stayed in the property without a legally valid reason after the notice period then the landlord can be awarded damages for each day the tenant stays, 3-months rent as well as attorney fees, court costs, all the unpaid rent, and late fees.

Court judgments negatively affect your credit score. If the landlord gets a monetary judgment, the landlord can garnish wages or take non-exempt property and sell it to help pay off the judgment.

Renters' Rights

Abandonment

If tenant abandons their apartment the owner may retake and rent at a fair rental value

The tenant is liable:

- For the entire rent due for the remainder of the term; plus their portion of the rent for that month, fees accrued to rent apartment, cost to restore property back to the condition it was originally rented minus wear & tear.
- For rent accrued during the period necessary to re-rent the premises at a fair rental value,

If tenant abandoned the apartment and left personal property:

The owner shall:

- Post a notice & send by first class mail to last known property that the apartment is considered abandoned.

The owner is entitled to:

- Remove the property from the dwelling, store it for 15 days from the date of the notice, and recover actual moving and storage costs from the tenant.

The tenant can:

- recover ID and legal documents, all medically needed items and clothing from storage without paying within 5 calendar days.

The tenant must:

Make payment of all costs of inventory, moving, and storage to the owner.

Retrieve the property within 15 calendar days from the date of the notice

An owner shall:

- Give an extension for up to 15 calendar days, beyond the 15 calendar day limit to recover their property, if a tenant provides:
- Copy of a police report or protection order for situations of domestic violence.
- Verification of an extended hospitalization from a verified medical provider
- Death certificate or obituary for a tenant's death, provided by an immediate family member.
- Or no court hearing on the property is pending,

If the tenant has made no reasonable effort to recover the property

The owner is entitled to:

- Not store certain abandoned personal property:
- Sell the property at a public sale and apply the proceeds toward any amount the tenant owes
- Notice of any public sale shall be mailed to the last known address of the tenant at least five calendar days prior to the public sale
- Donate the property to charity if the donation is a commercially reasonable alternative.

If the tenant is present at the public sale:

- The tenant may specify the order in which the personal property is sold;
- The owner may sell only as much personal property necessary to satisfy the amount due
- Under the rental agreement and statutorily allowed damages, costs, and fees associated with the abandoned items; and any unsold personal property shall be released to the tenant.

If the tenant is not present at the public sale:

- All items may be sold; and
- Any amount over the amount due to the owner shall be paid to the tenant at current known address.
- If not known, any surplus shall be disposed of in accordance with, Unclaimed Property Act.

Municipal "Good Landlord" Programs

Municipal Good Landlord Programs are programs that cities create with the intent to reduce crime and stabilize neighborhoods. The program guidelines vary from one city to another. To find out whether your city has a Good Landlord Program and how it affects you as a renter, contact your city's housing department.

Section III - Moving Toward Homeownership

How can I prepare to own a home?

Purchasing a home is one of the biggest financial decisions a person will make in their lifetime. It is important to understand and be prepared for the responsibilities of homeownership before even beginning to look at homes.

Some important steps to take in getting prepared for homeownership are:

1. Establishing a Budget (See budget section on pages 9 and 22-23 of this book.)
2. Saving
3. Getting Educated about Home Ownership

Saving

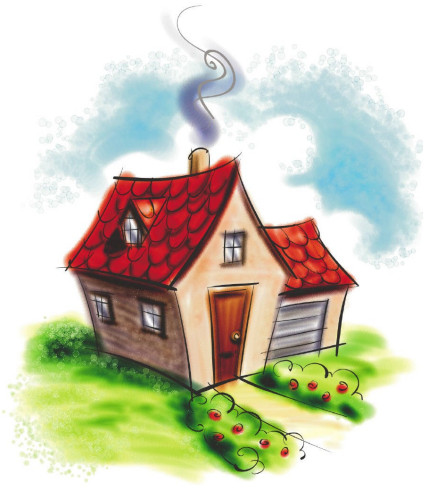
Saving money is another critical step toward home ownership. Most banks requires some type of “down payment” when closing a mortgage. The quickest way to save a down payment is to cut back on items in your wants and put the amount you would have spent into a savings account.

There are a number of programs that can help you save money to make a down payment. One program is the Individual Development Account (IDA) program, which allows you to set a savings goal for an asset like a home or for starting a business or going to college. The IDA program is a matching savings program. For every dollar a participant puts into their savings account, the IDA program matches up to \$3. For example, a person using the program deposits \$25 into savings, and the IDA program would add another \$75 to their account.

To learn more about the IDA program, call AAA Fair Credit Foundation at 1(800) 351-4196 or visit www.uidan.org.

There are also programs to help future homeowners with making down payments. The Utah Housing Corporation originates loans, including loans for down payment assistance. Their program allows for individuals with as little as \$100 in savings to purchase a home if they qualify. To learn more about the Utah Housing Corporation homeownership programs, call 1(800) 284-6950 or visit www.utahhousingcorp.org.





Get Educated

Housing Counseling is the best source of information about homeownership. Housing Counselors at nonprofits are approved by the U.S. Department of Housing & Urban Development provide unbiased, free and low cost education and services to people at all stages of homeownership.

If you want to buy a home, the best place to start is by taking a First Time Homebuyer class at one of the HUD-approved housing counseling agencies in Utah. Learn about homeownership at one of the following agencies:

Northern Utah

Neighborhood Nonprofit Housing Corporation	435-753-1112	www.nnhc.net
Utah State University Family Life Center	435-797-7224	www.usu.edu/fchd/housing

Salt Lake County

AAA Fair Credit Foundation	800-351-4195	www.faircredit.org
Community Development Corporation of Utah	801-994-7222	www.cdcutah.org
NeighborWorks of Salt Lake City	801-539-1593	www.nwsaltlake.org
Salt Lake Community Action Program	801-359-2444	www.slcap.org
Utah State University Extension	801-468-3177	www.extension.usu.edu/saltlake

Utah County

Community Action Services & Food Bank	801-691-5200	www.communityactionuc.org
NeighborWorks of Provo	801-373-5820	www.neighborworksprovo.org

The **Utah State University Extension program** also offers financial literacy and homeownership education opportunities in various county offices around the state. Learn more about programs in your area by visiting: <http://extension.usu.edu/>

Homeownership Assistance Programs

In addition to the previously named resources, there are other assistance programs that can help you purchase a home. Some of these programs require “sweat equity,” to build your home, such as Habitat for Humanity and the Mutual Self-Help program. Visit www.habitat.org to find local Habitat for Humanity agencies. Visit www.rurdev.usda.gov to learn about the Self-Help Program programs.

See the resource index for more programs and contact information.



End of Section III

My Notes

Household Budget

Household Budget			
Expense	Budget	Actual	Difference
Deductions			
Savings	\$ _____	\$ _____	\$ _____
Child Support	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
Housing			
Rent	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____
Renters' Insurance	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____
Debts			
Credit Card	\$ _____	\$ _____	\$ _____
Student Loans	\$ _____	\$ _____	\$ _____
Other Loans	\$ _____	\$ _____	\$ _____
Food			
Groceries	\$ _____	\$ _____	\$ _____
Eating Out	\$ _____	\$ _____	\$ _____
Transportation			
Auto Payment	\$ _____	\$ _____	\$ _____
Auto Insurance/Taxes	\$ _____	\$ _____	\$ _____
Auto Maintenance	\$ _____	\$ _____	\$ _____
Gas	\$ _____	\$ _____	\$ _____
Bus/Train	\$ _____	\$ _____	\$ _____
Family			
Child Care	\$ _____	\$ _____	\$ _____
School/Lessons	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____

My Notes

Household Budget

Household Budget

Expense	Budget	Actual	Difference
Personal & Health			
Prescriptions	\$ _____	\$ _____	\$ _____
Health/Dental Insurance	\$ _____	\$ _____	\$ _____
Health/Dental Co-pay	\$ _____	\$ _____	\$ _____
Clothing	\$ _____	\$ _____	\$ _____
Hygienic Items	\$ _____	\$ _____	\$ _____
Hair Cuts/Nails	\$ _____	\$ _____	\$ _____
Gym Membership	\$ _____	\$ _____	\$ _____
Tithing/Religious	\$ _____	\$ _____	\$ _____
Entertainment			
Cable/Internet	\$ _____	\$ _____	\$ _____
Outings/Movies	\$ _____	\$ _____	\$ _____
Magazine Subscriptions	\$ _____	\$ _____	\$ _____
Online Subscriptions	\$ _____	\$ _____	\$ _____
Music/iTunes/DVDs	\$ _____	\$ _____	\$ _____
Video Games/Netflix	\$ _____	\$ _____	\$ _____
Miscellaneous			
Pocket Money	\$ _____	\$ _____	\$ _____
Kids' Allowances	\$ _____	\$ _____	\$ _____
Pet Supplies/Vet	\$ _____	\$ _____	\$ _____

Summary Calculation	Budget	Actual	Difference
Total Expenses	\$ _____	\$ _____	\$ _____

Resource Index

General

2-1-1 Information & Referral

**For a more detailed list of services
visit www.uw.org/211 or dial 2-1-1.**

Child care

Child Care Resources & Referral	801-355-4847
Family Support Center	801-487-7778
Salt Lake CAP Head Start	801-977-1122
Utah Afterschool Network	801-359-2722
Utah Head Start Collaboration Office	801-538-9312

Disabilities

7-1-1 Relay Utah	Dial 7-1-1 for Relay Services
Access Utah Network	801-533-4636
Disability Law Center	801-363-1347
Utah Division of Services for People with Disabilities	801-538-4200
Utah Independent Living Center	801-466-5565
Utah State Office of Rehabilitation	801-538-7530

Domestic Violence

Domestic Violence Information Line	800-897-5465
National Domestic Violence Hotline	800-799-7233
Utah Domestic Violence Council	801-521-5544

Emergencies & Disaster Relief

American Red Cross – Utah Region	801-323-7000
Emergency Services	Dial 9-1-1 for Emergency Response
Lutheran Social Service of Utah	801-588-0139
Utah Poison Control Center	800-222-1222

Employment

Job Corps Clearfield Center	801-774-4000
Job Corps Ogden Center	801-479-9806
LDS Employment Resource Services	801-240-7240
Utah Department of Workforce Services	888-920-9675

Food Assistance

Crossroads Urban Center	801-364-7765
LDS Church Welfare Square	801-240-7320
Utah Department of Workforce Services, <i>Food Stamps/SNAP</i>	866-435-7414
Utah Food Bank	801-978-2452
Utahns Against Hunger	800-453-3663

Government Resources

Consumer Financial Protection Bureau	855-411-2372
Representative Chris Stewart	801-447-0475
Representative Jason Chaffetz	801-851-2500
Representative Jim Matheson	801-486-1236
Representative Rob Bishop	801-625-0107
Senator Mike Lee	801-524-5933
Senator Orrin Hatch	801-524-4380
Utah Attorney General's Office	801-366-0260
Utah Department of Workforce Services, <i>Program Eligibility</i>	866-435-7414
Utah Division of Consumer Protection	801-530-6601

Resource Index

Health Care & Mental Health

Children's Health Insurance Program (CHIP)	877-543-7669
Family Dental Plan	801-715-3400
Health Clinics of Utah	801-715-3500
Medicaid	800-662-9651
National Alliance on Mental Illness – Utah	801-323-9799
Planned Parenthood	800-230-7526
Primary Care Network (PCN)	888-222-2542
Salt Lake Donated Dental Services	801-983-0345
Salt Lake Valley Health Department	801-468-2700
Utah Partners for Health	801-250-9638 x133
VA Medical Center (Veterans' Affairs)	801-582-1565
Valley Mental Health	888-949-4864

Homelessness

Family Promise of Salt Lake	801-961-8622
Ogden Rescue Mission	801-392-9156
Salt Lake City Rescue Mission	801-355-1302
St. Anne's Center	801-621-5036
St. Vincent de Paul Resource Center	801-363-7710 x1418
The Road Home	801-359-4142
Volunteers of America – Utah	801-519-9721

Homeownership & Financial Counseling

AAA Fair Credit Foundation	800-351-4195
Bear River Association of Governments	435-752-7242
Color Country Community Housing	435-673-4195
Community Development Corporation of Utah	866-994-7222
Housing Authority of Southeastern Utah	435-259-5891
HUD-Approved Housing Counseling Agencies	See page 13
Mountainlands Community Housing Trust	435-647-9719
Neighborhood Nonprofit Housing Corporation	435-753-1112
NeighborWorks of Salt Lake	801-539-1590
Rural Housing Development Corporation	801-375-2205
Salt Lake Valley Habitat for Humanity	801-263-0727
Six County Association of Governments	435-8930700
Uintah Basin Association of Governments	435-722-4518
USDA Rural Development – <i>Self Help & Loans Programs</i>	801-524-4321
Utah Housing Corporation	801-902-8200

Household Items & Clothing Assistance

Catholic Community Services	801-977-9119
Crossroad Urban Center	801-364-7765
Deseret Industries	deseretindustries.lds.org
Habitat for Humanity ReStore	801-263-0136 x1
The Salvation Army	801-988-4204

Housing & Rental Assistance

Bear River Association of Governments	435-752-7242
Beaver Housing Authority	435-438-2953
Cedar City Housing Authority	435-586-8462
Community Housing Services Inc.	801-328-1050
Danville Development	801-565-0700
Davis Community Housing Authority	801-451-2587
Emery County Housing Authority	435-381-2902 (Continued on Next Page)

Resource Index

Housing Authority of Carbon County	435-637-5170
Housing Authority of Salt Lake City	801-487-2161
Housing Authority of Southeastern Utah	435-259-5891
Housing Authority of the City of Ogden	801-627-5851
Housing Authority of the County of Salt Lake	801-284-4420
Millard County Housing Authority	435-864-5024
Myton City/Uintah Basin Housing Authority - <i>Roosevelt</i>	435-722-3952
Myton City/Uintah Basin Housing Authority - <i>Vernal</i>	435-781-4156
Provo City Housing Authority	801-852-7080
Roosevelt City Housing Authority	435-722-5858
St. George Housing Authority	435-628-3648
Tooele County Housing Authority	435-882-7875
Utah County Housing Authority	801-373-8333 x108
West Valley City Housing Authority	801-963-3320

Legal Resources & Alternatives

Disability Law Center	801-363-1347
Multicultural Legal Center	801-468-1183
SLCAP Landlord/Tenant Mediation	801-359-2444
Utah Dispute Resolution	877-697-7175
Utah Labor Commission – <i>Anti-Discrimination & Fair Housing</i>	800-222-1238
Utah Legal Services	801-328-8891
Utah State Bar Association – <i>Attorney Referral</i>	801-531-9077

LGBT

Utah Pride Center	801-539-8800
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Minorities, Immigrants & Refugees

Asian Association of Utah	801-467-6060
Center for Multicultural Health	801-538-9457
Centro Civico Mexicano	801-359-9316
Centro de la Familia de Utah	801-521-4473
Comunidades Unidas	801-487-4145
English Skills Learning Center	801-328-5608
Indian Training & Education Center	801-973-6484
Indian Walk-In Center	801-486-4877
International Rescue Committee	801-328-1091
Multicultural Legal Center	801-468-1183
Utah Office of Multicultural Affairs	801-245-7214
Utah Refugee Employment & Community Center	801-412-0577

Seniors

AARP of Utah	866-448-3616
Lutheran Social Service of Utah	801-588-0139
Salt Lake County Aging Services	385-468-3200
Social Security Administration	801-524-4415
Utah Division of Aging & Adult Services	801-538-3910

Utilities

Catholic Community Services	801-977-9119
HEAT Utility Assistance Program	866-205-4357
REACH Utah Utility Assistance	800-328-9272
Rocky Mountain Power	888-221-7070
Utah Telephone Assistance Program	801-526-9292
Questar Gas	801-324-5111

My Notes

Home Emergency Contact List

Household Emergency Information

Emergency number: 9-1-1

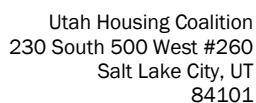
Stay Calm. Describe the Emergency. Don't hang up the phone.

Emergency Contact Numbers	Family Emergency Plan
Police Department: _____	We will meet here: _____
Fire Department: _____	_____
Ambulance: _____	_____
Poison Control: _____	Or here: _____
Emergency Medical: _____	_____
Family Doctor: _____	_____
Parent/Adult Cell: _____	Our emergency contact is: _____
Parent/Adult Cell: _____	_____
Parent/Adult Work: _____	Phone: _____
Parent/Adult Work: _____	_____
Property Manager: _____	Address: _____
Maintenance: _____	_____
Neighbor's Name: _____	_____
Neighbor's Phone: _____	First Aid Kit is located: _____
Friend/Relative 1: _____	_____
Friend/Relative 2: _____	_____
Other Phone #s: _____	Plan for Pets: _____
_____	_____
_____	_____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

We present this book with sincere appreciation to our Community Partners. Many agencies and individuals provided their knowledge and insight to bring this project to fruition. We wish to thank the Utah Apartment Association, Salt Lake Community Action Program, Utah Legal Services, Family Promise, the Housing Education Coalition of Utah, the State of Utah and many others too numerous to list who helped us create The Renter Toolkit.

To American Express for underwriting the research and development portion of this project and Afton January for being the driving force behind research and development. We are grateful for your support! Thank you!



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