

Termination of Tenancy for “No Cause”

Utah law allows either the tenant or the landlord to **end a tenancy for no reason** (“no cause”) when the tenancy is month-to-month and no rental subsidy is directly associated with the rental unit. Unless a prior written rental agreement states otherwise, Utah Code §78B-6-802(1)(b)(i) requires a written **notice “15 calendar days or more prior to the end of that month or [rental] period.”**

If the rental period is month-to-month and the rent is usually due on the first of each month (even though a grace period may exist), the recipient (landlord or tenant) must receive the notice at least 15 calendar days before the end of a month. **The notice can be delivered by hand, by certified mail, or it can be posted in a conspicuous location** such as on the door. The landlord or manager can deliver such a notice to the tenant; it need not be delivered by a constable or sheriff.

If a tenant wants to move out at the end of a month, the tenant must give a written notice to the landlord at least 15 days before the end of that month. This 15-day period does not count the day of delivery. **If the tenant gives the written notice too late or not at all, the landlord can demand that the tenant pay the next month’s rent** even if the tenant has already moved out. (If the unit is rerented during the month, the tenant is only liable for the period when the unit was unrented.)

A prior rental agreement, even though it has expired, may require no less than 30 (thirty) days notice to terminate the tenancy. In that case, substitute “30” for every occurrence of “15” in this flyer.

Neither the landlord nor the tenant can cut the rental period (usually one calendar month) into pieces, unless both parties agree. In other words, a 15-day no cause notice from the landlord given to the tenant on the 24th of the month cannot be effective on the 10th of the following month. The tenant can stay for the entire following month as long as the rent is paid (and no other reason exists for eviction such as nuisance or criminal activity). However, the tenant can accept the landlord’s offer and move out by the 10th and pay only 10 days of rent.

The landlord cannot use a “no cause” notice to terminate a tenant in **project-based subsidized housing** where the rental subsidy is dependent upon the rental unit itself, but the tenant can give such a notice to the landlord if there is no long-term lease in effect. (In this case, the tenant will lose her rental subsidy unless she finds a new subsidized tenancy.) A “no cause” termination is not available to either the landlord or tenant when a **long-term lease** is involved unless both the landlord and tenant agree (and, if necessary, a housing authority also agrees). When a tenant uses a “section 8” certificate (portable housing voucher) from a housing authority to subsidize the rent, a “no cause” termination can be used by either tenant or landlord after the initial lease term (usually one year). If the landlord gives written notice of non-renewal to a section 8 tenant, the tenant should immediately contact the housing authority to get a moving packet.

A month-to-month tenant may get a “no cause” eviction notice after calling the health department or the building inspector to complain about conditions in the rental unit. Unless the landlord admits that the eviction is retaliatory, **it is usually impossible to prove retaliation.**

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