



HOW TO GET OUT OF YOUR LEASE EARLY IN UTAH

A Utah landlord-tenant expert's guide

INTRODUCTION

Breaking a lease before the end of the agreed-upon term can feel intimidating — but in Utah, both the lease agreement itself and state law define how and when a tenant can legally get out of a lease early. This guide explains your rights, legal exceptions, best practices, and the potential financial obligations you may face.

REVIEW YOUR LEASE FIRST

Every lease contract is a binding agreement. Before taking any action:

Read the entire lease

- Look for an **early termination clause** (sometimes called a **break clause**). This is the most straightforward way to leave early with minimal penalty.
- Check required notice timing (often 30 days written notice).
- Note any termination fees spelled out in the contract. Some Utah leases require a fee equal to a set number of months' rent in exchange for early release.

If the lease has an early termination clause, follow its exact terms to avoid disputes.



LEGAL REASONS YOU CAN END A LEASE EARLY IN UTAH

UTAH

Under Utah law and federal protections, certain situations allow a tenant to terminate a lease without owing rent for the full remaining term:

Active Military Duty

If you enter active duty after signing a lease, the Servicemembers Civil Relief Act lets you terminate your lease early once you provide written notice and proof of service. The lease ends 30 days after the next rent due date following delivery of notice.

Uninhabitable Living Conditions

Landlords must keep rentals safe and livable. If major health or safety issues exist (e.g., no heat, no water, severe structural problems), and the landlord fails to fix them after proper written notice, you may have legal grounds to end your lease.

Victims of Domestic Violence, Assault, or Stalking

Utah law allows early termination if you are a victim of domestic violence, stalking, or sexual assault — provided you give the landlord written notice and required documentation such as a police report or protective order.

Landlord Harassment or Privacy Violations

Repeated unlawful entries without proper notice, shutting off utilities, changing locks, or other serious conduct may qualify as constructive eviction, which can justify breaking the lease.

Lease Is Unenforceable or Void

Rare situations — such as contracts signed under duress or with illegal terms — can render the lease unenforceable, potentially allowing termination.

Other Personal Reasons

Job relocation, family issues, buying a house, or financial hardship are not automatic legal grounds for breaking a lease in Utah unless the lease itself includes an early termination provision covering those scenarios.

WHAT HAPPENS IF YOU LEAVE WITHOUT A LEGAL REASON

If you break the lease without a valid legal justification or early termination clause:

Tenant Still Owes Rent

You are generally responsible for paying rent up to the lease's end date **unless** the landlord finds a new tenant.

Landlord Must Mitigate Damages

Utah law requires landlords to make **reasonable efforts to re-rent** the property. They cannot simply sit back and charge you full rent for the remaining months. Rent collected from a new tenant offsets what you owe.

Costs and Fees May Apply

- Advertising and re-renting costs can be charged to you.
- Security deposits can be applied to unpaid rent or damage beyond normal wear and tear.
- If the unit stays vacant, you may owe the difference until a new tenant begins rent.

Possible Legal Action

If you refuse to pay what the landlord deems owed, they may sue in court (e.g., small claims) and possibly obtain a judgment against you.



PRACTICAL STEPS TO REDUCE LIABILITY

Even if you don't have a legal reason to exit your lease, here are ways to limit your financial exposure:

Give Written Notice

Provide formal written notice as soon as possible with your intended move-out date. Keep a copy.

Talk With Your Landlord

Landlords may agree to a **mutual termination agreement** with terms you negotiate (e.g., paying a set fee, leaving early). Put the agreement in writing.

Help Find a New Tenant

If your lease allows subletting or assignment (with landlord approval), helping find a suitable replacement can shorten vacancy and reduce rent owed.

Document Everything

Keep copies of:

- notice letters
- photos of the property
- repair requests
- any landlord responses

Good documentation strengthens your position if there's a dispute.



MONTH-TO-MONTH VS. FIXED-TERM LEASES

Month-to-Month Leases: Usually require 15-30 days written notice before terminating.

Fixed-Term Leases: Typically end on their specified date unless an early exit basis exists (legal reason or contract clause).

Summary Checklist

Read your lease for early termination clauses

Determine whether you qualify for a legal (justified) lease break

Give written notice early

Communicate and negotiate with the landlord

Help re-rent the unit if possible

Keep documented records of communications and events

Final Notes

Breaking a lease in Utah without proper notice or legal grounding can result in financial liability and possible legal action. The best strategy is to be proactive, communicate professionally, and understand both contract language and Utah law





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Reading this guide does not create an attorney-client relationship. You should not rely on this material as a substitute for legal counsel from a qualified Utah attorney, housing authority, or legal aid organization.

If you are considering breaking a lease or believe your rights may have been violated, you are encouraged to consult with a licensed Utah attorney or a local tenant advocacy group before taking action.

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