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Office of the Homeowners'
Association Ombudsman
UTAH DEPARTMENT OF COMMERCE

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ADVISORY OPINION NO. 2026-16

<u>Applicant Name:</u>	Bertram Green
<u>Association Name:</u>	Vivante Homeowners Association
<u>Association Type:</u>	Condominium Association
<u>Governing Statutes:</u>	Utah Condominium Ownership Act Utah Revised Nonprofit Corporation Act
<u>Advisory Opinion Date:</u>	

LEGEND OF DEFINED TERMS

Association	Vivante Homeowners Association
CC&Rs	Declaration of Condominium for Vivante, an Expandable Utah Condominium Project
Committee	Vivante Management Committee
Governing Documents	The Declaration (CC&Rs), Bylaws, and Rules/Policies of the Association
Mr. Green	Bertram Green
Office	Office of the Homeowners' Association Ombudsman
Rules	Vivante HOA General Rules

Summaries of each legal question are included at the start of each section. These summaries aim to provide a clear and straightforward answer to the question and should be read in conjunction with the complete analysis.

INTRODUCTION & BACKGROUND FACTS

A dispute has arisen between Mr. Green and the Association regarding the scope of rental permissions for an owner-occupied condominium unit. Mr. Green sought formal authorization to lease two bedrooms within the residence while maintaining the unit as his primary home. The Association, following a series of communications regarding previous rental advertisements and local business licensing, granted permission to rent only one bedroom. The Association maintains that this limitation is a reasonable measure to address concerns regarding limited guest parking, the potential for excessive use of common amenities by multiple non-owner residents, and the interpretation of the Governing Documents. Conversely, Mr. Green asserts that the Association lacks the legal authority to restrict the specific number of rooms leased within an owner-occupied unit and argues that the current restriction is unreasonable under both the Association's CC&Rs and applicable Utah law. The material facts and timeline, as presented to the Office, are as follows:

- On July 1, 2025, a West Valley City business license was issued for the rental of Mr. Green's property.
- On July 30, 2025, the Committee identified an active online listing for the rental of individual bedrooms within Mr. Green's unit and noted that no rental permission documents were on file for the property.
- On August 2, 2025, the Association sent a letter of violation to Mr. Green regarding the lack of rental documentation and prior rental permission and assessed a \$300.00 fine.
- On August 31, 2025, a \$35.50 fine and an additional warning were placed on Mr. Green's account.
- On September 2, 2025, Mr. Green informed the Association that he was not currently renting the property, provided the July 1 business license, and stated that he had received rental permission from the previous management company in 2023. The Association responded that the CC&Rs and Rules required written permission to rent and prohibited renting separate rooms.
- On September 11, 2025, Mr. Green requested clarification on the \$35.50 fine and information regarding owner-occupied rentals, noting the home was currently owner-occupied; the Association responded that the unit was flagged due to the active rental business license.
- On September 12, 2025, the Association removed the \$300.00 rental fine and a \$25.00 late fee from Mr. Green's account.
- On September 15, 2025, the Association notified Mr. Green that the online listing for individual rooms remained active and stated that a fine would be issued if proof of prior rental permission was not provided. Mr. Green responded that all advertisements had been removed or were in the process of being removed, and reiterated that the property was not being rented.
- On October 7, 2025, Mr. Green submitted a formal written request to the Association for permission to rent a portion of the unit as a limited, owner-occupied rental.
- On October 13, 2025, the Association confirmed that the Committee would discuss the rental request during its meeting that evening.
- On October 21, 2025, the Association notified Mr. Green that the Committee had approved the rental of only one room in the unit, subject to the submission of non-owner agreements.
- On October 26, 2025, Mr. Green requested clarification and permission to rent out two bedrooms while maintaining the unit as owner-occupied.
- On October 31, 2025, the Association confirmed that the Committee denied the request to rent two rooms and reaffirmed the approval for only one room.

- Between November 10 and November 19, 2025, Mr. Green sent additional correspondence seeking general permission to rent the owner-occupied unit to tenants rather than permission for a specific number of rooms.
- On December 1, 2025, the Association provided the Committee's official reasoning for the denial, citing limited parking, potential excessive use of common amenities, and a belief regarding the owner's residency intentions.
- On January 19, 2026, Mr. Green sent a formal written response to the Association, citing Utah Code and the Association's CC&Rs, requested a response within 10 business days, and challenged the legality of the one-bedroom restriction.
- On February 4, 2026, Mr. Green submitted his request for an advisory opinion to the Office.
- On February 11, 2026, the Association responded to the January 19 correspondence, maintaining its decision to limit the rental to one bedroom.

Since the dispute remains unresolved, the Office issues this Advisory Opinion pursuant to [Utah Code § 13-79-104](#).

ANALYSIS OF QUESTIONS PRESENTED & GOVERNING LEGAL PRINCIPLES

This dispute raises the following legal question for the Office: (1) What are the requirements and limitations of rental restrictions within a condo association?

1. What are the Requirements and Limitations of Rental Restrictions Within a Condo Association?

Summary: Utah law allows condominium associations to set rental rules to manage parking and shared spaces, provided those rules are written in the governing documents. In this case, the Association limited Mr. Green to renting out only one bedroom due to concerns about neighborhood parking and the use of common areas and facilities. This restriction is legally valid because the Association's rules require approval for renting individual rooms, and Utah law permits limits that protect the fair use of common areas for all residents. Ultimately, the Association's decision was a reasonable compromise that followed the law while balancing Mr. Green's request with the needs of the entire community.

General Legal Principle: [Utah Code § 57-8-10.1\(1\)\(a\)](#) allows an association to “create restrictions on the number and term of rentals in a condominium project or prohibit rentals in the condominium project.” Under [Utah Code § 57-8-10.1\(1\)\(b\)](#), restrictions and limitations related to rentals within an association must be contained in the association's declaration, unless the restriction is to establish a minimum lease term, which may be done by rule under [Utah Code § 57-8-10.1\(1\)\(c\)](#). [Utah Code § 57-8-8.1\(3\)](#) generally prohibits an association from imposing a rule that interferes with a unit owner's right to determine the composition of their household. However, [Utah Code § 57-8-8.1\(3\)\(b\)](#) allows an association to impose restrictions which would “require that all occupants of a dwelling be members of a single housekeeping unit” or “limit the total number of occupants permitted in each residential dwelling on the basis of the residential dwelling's size and facilities and fair use of the common areas and facilities.”

Application to Matter: In this matter, Mr. Green argues that the Association lacks authority under the CC&Rs to restrict the number of bedrooms that can be rented in the home, as the home will remain owner-occupied, along with the rentals. The Association argues that the Committee's decision to only allow one of the home's bedrooms to be rented is reasonable, given concerns about parking availability, common-area use, and the discretion granted under the CC&Rs and Rules.

Article III, Section 8 of the CC&Rs states in relevant part that “No Owner may lease individual rooms to separate persons or less than his entire Unit without the express written consent of the Management Committee, which shall not be unreasonably withheld.” Under [Utah Code § 57-8-10.1\(1\)](#), this restriction is a valid use of the Association's authority to regulate rentals and is contained within the CC&Rs as required by law. While the Association is required under [Utah Code § 57-8-10.1\(2\)\(a\)](#) to exempt certain rentals from the restrictions, including unit owners deployed with the military and units occupied by the owner's parent, child, or sibling, the restriction itself is valid and binding on all homeowners within the Association. The remaining question, therefore, is whether the Committee's decision related to Mr. Green was reasonable under the circumstances. Mr. Green argues that it was unreasonable for the Committee to restrict the number of rooms that could be rented within the home. Conversely, the Association argues that, given concerns about the common areas and parking, the compromise allowing Mr. Green to rent one bedroom in the home is reasonable and in line with the CC&Rs. Ultimately, the Association has valid reasons, related to the overall management of the common areas and access for other homeowners, for restricting the number of rooms that could be rented within Mr. Green's home. In particular, the Association raised concerns related to parking and the use of common areas, both of which are reasons specifically allowed to be considered by the Association under [Utah Code § 57-8-8.1\(3\)\(b\)](#).

Therefore, it was reasonable for the Committee to seek out and provide a compromise that would allow Mr. Green to rent a portion of his home while considering the overall impact on the community. Accordingly, the Association did not violate Utah law with respect to the rental restrictions and limitations as applied to Mr. Green.

CONCLUSION

Based on the information provided by the parties and the governing Utah statutes, the Office concludes as follows:

1. **Rental Restrictions:** The Association limited Mr. Green to renting out only one bedroom due to concerns about neighborhood parking and the use of common areas and facilities. This restriction is legally valid because the Association's rules require approval for renting individual rooms, and Utah law permits limits that protect the fair use of common areas for all residents. Ultimately, the Association's decision was a reasonable compromise that followed the law while balancing Mr. Green's request with the needs of the entire community.



Erin Rider (Apr 14, 2026 15:33:59 MDT)

Erin Rider

Director



Office of the Homeowners'
Association Ombudsman

UTAH DEPARTMENT OF COMMERCE

INFORMATION REGARDING ADVISORY OPINIONS

This document is an Advisory Opinion issued by the Office of the Homeowners' Association Ombudsman as an alternative dispute resolution method pursuant to [Utah Code § 13-79-104](#). The Office's jurisdiction is limited to alleged violations of state statutes, as outlined in [Utah Code § 13-79-103](#) and [Utah Code § 13-79-104](#). The opinions here are based on a review of the specific facts provided and may not correspond with outcomes in other cases where circumstances or laws differ. This opinion is not legal advice, does not establish an attorney-client relationship, and does not represent the official views of the State of Utah or the Department of Commerce. All parties are encouraged to seek legal counsel to protect their interests.

While this Advisory Opinion is not legally binding on any party, it could have potential consequences if the matter proceeds to litigation. Under Utah law, the opinion and related findings are not admissible as evidence in court, except for the specific purpose of evaluating attorney fees and costs. If a cause of action discussed in this opinion is litigated and resolved according to it, the prevailing party may recover reasonable attorney fees and court costs incurred from the date this opinion was issued. A court may also impose a civil penalty if it finds that the opposing party knowingly and intentionally violated the law. The decision to grant such awards rests within the court's discretion.

NOTICE TO ASSOCIATIONS

Condominium Associations must register with the Department of Commerce through the Office of the Homeowners' Association Ombudsman under [Utah Code § 57-8-13.1](#), and Community Associations must register under [Utah Code § 57-8a-105](#). Due to an updated registration system, any association that registered prior to September 2025 is required to complete a new registration, regardless of whether they have previously registered with the Department of Commerce. All associations must also renew their registration annually. Information about this process and the registration application is available at <https://commerce.utah.gov/hoa/new-registration/>.