

West's Wyoming Statutes Annotated [Currentness](#)

Title 1. Code of Civil Procedure

▢ [Chapter 21. Procedure and Actions \(Refs & Annos\)](#)

→ [Article 12. Residential Rental Property \(Refs & Annos\)](#)

→ **§ 1-21-1201. Definitions**

(a) As used in this article:

(i) "Owner" means the owner, lessor or sublessor of a residential rental unit and for purposes of notice and other communication required or allowed under this article, "owner" includes a managing agent, leasing agent or resident manager unless the agent or manager specifies otherwise in writing in the rental agreement;

(ii) "Rental agreement" means any agreement, written or oral, which establishes or modifies the terms, conditions, rules or any other provisions regarding the use and occupancy of a residential rental unit;

(iii) "Renter" means any renter, lessee, tenant or other person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others;

(iv) "Residential rental unit" means a renter's principal place of residence and includes the appurtenances, grounds, common areas and facilities held out for the occupancy of the residential renter generally and any other area or facility provided to the renter in the rental agreement, excluding a mobile home lot or recreational property rented on an occasional basis;

(v) "Termination" means the lawful ending or cessation of a rental agreement for any reason including expiration of the rental period, voluntary termination by mutual agreement of the parties, termination in accordance with [W.S. 1-21-1203\(d\)](#), abandonment of the leased premises by the renter prior to expiration of the rental period or termination resulting from court order.

§ 1-21-1202. Duties of owners and renters; generally

(a) Each owner and his agent renting or leasing a residential rental unit shall maintain that unit in a safe and sanitary condition fit for human habitation. Each residential rental unit shall have operational electrical, heating and plumbing, with hot and cold running water unless otherwise agreed upon in writing by both parties. Provided, however, this section shall not prevent the rental of seasonal rental units such as summer cabins which are not intended to have such amenities.

(b) Each renter shall cooperate in maintaining his residential rental unit in accordance with this article.

(c) This article does not apply to breakage, malfunctions or other conditions which do not materially affect the physical health or safety of the ordinary renter.

(d) Any duty or obligation in this article may be assigned to a different party or modified by explicit written agreement signed by the parties.

§ 1-21-1203. Owner's duties; notice by renter of noncompliance; duty to correct; exceptions; termination of rental agreement; liability limited

(a) To protect the physical health and safety of the renter, each owner shall:

(i) Not rent the residential rental unit unless it is reasonably safe, sanitary and fit for human occupancy;

(ii) Maintain common areas of the residential rental unit in a sanitary and reasonably safe condition;

(iii) Maintain electrical systems, plumbing, heating and hot and cold water; and

(iv) Maintain other appliances and facilities as specifically contracted in the rental agreement.

(b) If the renter is current on all payments required by the rental agreement and has reasonable cause supported by evidence to believe the residential rental unit does not comply with the standards for health and safety required under this article, the renter shall advise the owner in writing of the condition and specify the remedial action the renter requests be taken by the owner. Within a reasonable time after receipt of this notice, the owner shall either commence action to correct the condition of the residential rental unit or notify the renter in writing that the owner disputes the renter's claim. The notices required by this subsection shall be served by certified mail or in the manner specified by [W.S. 1-21-1003](#).

(c) The owner shall not be required to correct or remedy any condition caused by the renter, the renter's family or the renter's guests or invitees by inappropriate use or misuse of the property during the rental term or any extension of it.

(d) The owner may refuse to correct the condition of the residential rental unit and terminate the rental agreement if the costs of repairs exceeds an amount which would be reasonable in light of the rent charged, the nature of the rental property or rental agreement. If the owner refuses to correct the condition and intends to terminate the rental agreement, he shall notify the renter in writing within a reasonable time after receipt of

the notice of noncompliance and shall provide the renter with sufficient time to find substitute housing, which shall be no less than ten (10) days nor more than twenty (20) days from the date of the notice. If the rental agreement is terminated, the rent paid shall be prorated to the date the renter vacates the unit and any balance shall be refunded to the renter along with any deposit due in accordance with [W.S. 1-21-1208](#).

(e) The owner is not liable under this article for claims for mental suffering or anguish.

§ 1-21-1204. Renter's duties

(a) Each renter shall:

(i) Maintain the residential rental unit occupied in a clean and safe condition and not unreasonably burden any common area;

(ii) Dispose of all garbage and other waste in a clean and safe manner;

(iii) Maintain all plumbing fixtures in a condition as sanitary as the fixtures permit;

(iv) Use all electrical, plumbing, sanitary, heating and other facilities and appliances in a reasonable manner;

(v) Occupy the residential rental unit in the manner for which it was designed and shall not increase the number of occupants above that specified in the rental agreement without written permission of the owner;

(vi) Be current on all payments required by the rental agreement;

(vii) Comply with all lawful requirements of the rental agreement between the owner and the renter; and

(viii) Remove all property and garbage either owned or placed within the residential rental unit by the renter or his guests prior to termination of the rental agreement and clean the rental unit to the condition at the beginning of the rental agreement.

§ 1-21-1205. Prohibited acts by renter

(a) No renter shall:

(i) Intentionally or negligently destroy, deface, damage, impair or remove any part of the residential rental

unit or knowingly permit any person to do so;

(ii) Interfere with another person's peaceful enjoyment of the residential property; or

(iii) Unreasonably deny access to, refuse entry to or withhold consent to enter the residential rental unit to the owner, agent or manager for the purpose of making repairs to or inspecting the unit, and showing the unit for rent or sale.

§ 1-21-1206. Renter's remedies; notice to owner or agent; judicial remedy; rights under termination of rental agreement

(a) The remedies set forth in this section are available to a renter in compliance with all provisions of [W.S. 1-21-1204](#) and [1-21-1205](#) when the rental agreement has not been lawfully terminated pursuant to [W.S. 1-21-1203\(d\)](#).

(b) If a reasonable time has elapsed after the renter has served written notice on the owner under [W.S. 1-21-1203](#) and the owner has failed to respond or to correct the condition described in the notice, the renter may cause a “notice to repair or correct condition” to be prepared and served on the owner by certified mail or in the manner specified by [W.S. 1-21-1003](#). This notice shall:

(i) Recite the previous notice served under [W.S. 1-21-1203\(b\)](#);

(ii) State the number of days that have elapsed since the notice was served and that under the circumstances the period of time constitutes the reasonable time allowed under [W.S. 1-21-1203\(b\)](#);

(iii) State the conditions included in the previous notice which have not been corrected;

(iv) Demand that the uncorrected conditions be corrected; and

(v) State that if the owner fails to commence reasonable corrective action within three (3) days he will seek redress in the courts.

(c) If the owner has not corrected or used due diligence to correct the conditions following notice under this section, or if the owner has notified the renter that the claim is disputed, the renter may commence a civil action in circuit court. The court shall endorse on the summons the number of days within which the owner is required to appear and defend the action, which shall not be less than three (3) nor more than twenty (20) days from the date of service. Upon a showing of an unreasonable refusal to correct or the failure to use due dili-

gence to correct a condition described in this article, the renter may be awarded costs, damages and affirmative relief as determined by the court. Damages awarded to the renter may include rent improperly retained or collected. Affirmative relief may include a declaration terminating the rental agreement, or an order directing the owner to make reasonable repairs.

(d) If the court terminates the rental agreement pursuant to subsection (c) of this section, the renter is entitled to receive a refund of the balance of the rent and the deposit on the rental unit within thirty (30) days of the date the agreement is ordered terminated. The renter shall be required to vacate the rental unit no sooner than ten (10) days nor later than twenty (20) days after termination of the rental agreement by a court.

§ 1-21-1207. Required notice of nonrefundable deposit

Any rental agreement shall state whether any portion of a deposit is nonrefundable and written notice of this fact shall also be provided to the renter at the time the deposit is taken by the owner or his designated agent.

§ 1-21-1208. Deductions from deposit; written itemization; time limits; failure to give notice; recovery by renter; utilities deposit; penalty

(a) Upon termination of the rental agreement, property or money held as a deposit may be applied by the owner or his agent to the payment of accrued rent, damages to the residential rental unit beyond reasonable wear and tear, the cost to clean the unit to the condition at the beginning of the rental agreement and to other costs provided by any contract. The balance of any deposit and prepaid rent and a written itemization of any deductions from the deposit together with reasons therefor, shall be delivered or mailed without interest to the renter within thirty (30) days after termination of the rental agreement or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later. If there is damage to the residential rental unit, this period shall be extended by thirty (30) days. The renter shall within thirty (30) days of termination of the rental agreement, notify the owner or designated agent of the location where payment and notice may be made or mailed.

(b) After termination of the rental agreement, property or money held and separately identified as a utilities deposit shall be refunded by the owner to the renter within ten (10) days of a satisfactory showing that all utility charges incurred by the renter have been paid. Absent such showing within forty-five (45) days of termination, the owner shall within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the renter. Any refund due to the renter shall be paid within seven (7) days after the utility deposit has been applied to the renter's utility debt, or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later.

(c) If the owner of a residential rental unit or his agent unreasonably fails to comply with subsection (a) or (b) of this section, the renter may recover the full deposit and court costs. In an action by a renter pursuant to this

section, if the owner is the prevailing party and the court finds the renter acted unreasonably in bringing the action, the owner may be awarded court costs in addition to any other relief available.

§ 1-21-1209. Holder of owner's interest bound by provisions

The holder of the interest of the owner or designated agent in the residential rental unit at the time of termination of the rental agreement shall be bound by the provisions of [W.S. 1-21-1207](#) and [1-21-1208](#).

§ 1-21-1210. Possession of premises and disposition of personal property abandoned by renter after termination of rental agreement

(a) Upon regaining lawful possession of the rental unit following termination of the rental agreement, the owner may immediately dispose of any trash or property the owner reasonably believes to be hazardous, perishable or valueless and abandoned. Any property remaining within the rental unit after termination of the rental agreement shall be presumed to be both valueless and abandoned. Any valuable property may be removed from the residential rental unit and shall thereafter be disposed of as follows:

(i) The owner shall provide written notice to the renter in accordance with this paragraph, describing the property claimed to be abandoned and stating that the property shall be disposed of after seven (7) days from the date of service of the notice if the renter or his agent does not, within the seven (7) day period, take possession of the property or notify the owner in writing of the renter's intent to take possession of the property. The notice provided by the owner under this paragraph shall be deemed served:

(A) On the date the notice is mailed by certified mail to the renter at an address furnished to the owner by the renter in writing specifically for this purpose;

(B) On the date notice is served on the renter in accordance with [Rule 4 of the Wyoming Rules of Civil Procedure](#) provided a copy of the written notice is delivered to the individual renter personally; or

(C) On the date the notice is published in a newspaper published in the county or widely circulated in the county where the residential rental unit is located.

(ii) If the owner does not receive a written response from the renter within seven (7) days after service of notice under paragraph (i) of this subsection, the property shall be conclusively deemed abandoned and the owner may retain or dispose of the property;

(iii) If the renter responds in writing to the owner on or before seven (7) days after service of notice under paragraph (i) of this subsection that he intends to take possession of the property, the property shall be held for

an additional period of seven (7) days after the written response is received. If the renter fails to take possession of the property within the additional fifteen (15) day period, the property shall be conclusively deemed abandoned and the owner may retain or dispose of the property.

(b) The owner is entitled to payment of storage costs for the period the property remains in safekeeping plus the cost of removal of the property to the place of storage. An owner shall be allowed reasonable storage costs if he stores the property himself or actual storage costs if the property is stored commercially. Payment of storage costs shall be made before the renter removes the property.

(c) The owner is not responsible for any loss to the renter resulting from storage.

§ 1-21-1211. Owner's remedies; eviction; judicial remedies; damages

(a) If the renter does not vacate the premises as required by a court order issued pursuant to [W.S. 1-21-1001 et seq.](#), the sheriff may remove the renter's possessions and prevent the renter from reentering the premises without further action by the court.

(b) If the renter damages the rental property, the owner may apply any property or money held as a deposit to the payment of damages as provided in [W.S. 1-21-1208\(a\)](#) and the renter shall remain liable for any damages beyond the damages paid by the deposit, plus interest at ten percent (10%) per annum on any unpaid amounts. The owner may take any legal action available to recover damages caused to the unit by the renter.

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