



# Landlord Letter

Free Forms and Notices — [www.utaheviictionlaw.com](http://www.utaheviictionlaw.com)

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## The Foundation of an Eviction (Notices)



If a tenant is violating the lease or the landlord simply wants to terminate the tenancy, Utah law requires that a written notice be given to the tenant. Based on the strict nature of Utah's eviction laws, it is critical for the landlord to serve the appropriate notices. If a landlord uses an incorrect form or serves any notice improperly, the court can (and will) delay or dismiss your eviction.

### Proper Eviction Notices

The Utah statutes are very short in defining the requirements of an eviction notice (See [Utah Code Ann. §78B-6-802](#)), but if the notice does not contain the correct language it is invalid. By way of example, Larry Landlord is tired of dealing with Terry Tenant who never pays rent on time. Larry does not want Terry's money, he just wants Terry OUT. Instead of using the approved "three day pay or quit" eviction notice, Larry alters the form and

serves Terry with a "three day quit." Utah judges would tell Larry that the notice was legally defective since it did not comply with the statute (the notice must give the tenant the option of paying OR leaving in order to be valid).

***An improper notice can get your case dismissed.***

Since using proper eviction notices is critical to every eviction, we provide a free landlord consultation as well as free PDF versions of all of our Utah eviction notices. To view the complete list of notices, simply go to [www.utaheviictionlaw.com](http://www.utaheviictionlaw.com) and click on "FREE Utah Eviction

Forms."

### Serving Eviction Notices

Prior to filing any eviction we verify that the landlord correctly served a proper eviction notice. It is not uncommon for us to ask the landlord to serve a new eviction notice based on an improper service. The most common

*(Continued on page 3)*

### Inside this issue:

Creating a Ledger	2
Dear Attorney	3
DOs and DON'Ts	3
Calendar	4
Meet the Team	4

***Evictions in Weeks, Not Months!***

## How To...



## Handling Security Deposit Refunds

After your tenants have left the property, Utah law requires the landlord to provide a "Deposit Closing Statement," which is an itemized accounting of any charges against the security deposit (i.e. repairs, cleaning, etc.). This should be done with EVERY tenant.

Under [Utah Code Ann. §7-17-3](#), the landlord must provide this itemized report within 30 days from termination of tenancy or 15 days from when the renter provides a forwarding address, whichever is longer.

Make sure any amount deducted is authorized by your lease. A landlord cannot normally use the deposit for normal wear and tear items, but can charge for damages to the property.

A landlord that fails in bad faith to give an itemized accounting of the deposit may be forced to return the entire deposit and pay a \$100 penalty. You can use our free Renter's Closing Statement form found on our website at [www.utaheviictionlaw.com](http://www.utaheviictionlaw.com).



## How Strong is Your Lease?

Having a comprehensive, well-drafted, comprehensive lease in place with your tenants is an essential tool in managing your property and preventing future problems. No landlord rents to a tenant thinking they will have to evict them later. As you enter into EVERY lease, you should be prepared for possible problems. If non arise, you can celebrate after your tenants vacates. Having a thorough lease helps avoid loopholes or other problems.



Under Utah law, a verbal lease is often just as enforceable as a written lease. The difference is it is much easier for a tenant to dispute a verbal lease.

A common mistake landlords make is assuming their tenant fully understood and agreed to what you expected of them as they lived in your rental property. Instead of hoping all material terms are agreed upon, they should be in writing. Months or years later it is difficult to remember exactly what was agreed to absent a clear written lease.

Many of our difficult eviction cases are won or lost based on the lease agreement. You do not want to have a "he said she said" battle in front of a judge over a poorly worded lease.

Utah landlords are welcome to use our free lease agreement form. Go to [www.utahevictionlaw.com](http://www.utahevictionlaw.com) and click on "Free Utah Rental Forms."

Taking time beforehand to review your lease is extra work and may seem tedious but it is an imperative step. If problems arise, you will be glad you did because your opportunity to have a strong lease agreement in place will have passed.

*"Never succumb to the temptation of bitterness"*

*-Dr. Martin Luther King Jr.*



## Landlord's Corner — Legal Advice

### Rents, Ledgers and Documents

**Whether you use a professional bookkeeping program or pad and paper, keep these items in mind as you track your rentals.**

#### ~Be Organized~

Keep everything in one place, whether it is your lease, notices, payment history, etc. Use a program on your computer or keep a written ledger which can be referred to easily and often.



#### ~Be Detailed~

Keep detailed records of amounts, dates, check numbers, notes, etc. Trying to re-create this information at a later date will be extremely difficult and time consuming, or even impossible.

#### ~Receipts~

Document EVERY payment (especially cash). Get a small receipt book. If a tenant surprises you with a cash payment when you do not have your receipt book, take a picture of the payment with your cell phone and email or text your tenant a copy. Never take cash without documenting it with the

#### ~Use a Good Scanner~

Scanning your leases, rental applications and other documents will save you from losing documents or being buried in paperwork. Being descriptive in naming your documents will also help you find them later on (e.g. "Lease — Smith — 123 River Road SLC — 2014 -01-01").



### Property Checklist

You should always provide a "Property Checklist" form to every tenant allowing them to document present damage to the property at the time the tenant moves in. When a tenant vacates your property, this will allow you to identify any damage the tenant is responsible for. You can get a free Property Checklist at [www.utahevictionlaw.com](http://www.utahevictionlaw.com)



# Dear Attorney,

**Q** My tenant is trying to make a payment after I served a three day pay or quit, but I just want them out. Do I have to accept their payment?

**A** It depends. If the tenant is offering to pay the entire balance in full within the three days under the eviction notice, then you are obligated to accept the payment. If the tenant is only offering a partial payment, then you have a choice. **If you accept the partial payment...** the eviction notice is cancelled and you would have to re-serve a new eviction notice. **If you reject the partial payment...** the eviction notice stands and you can proceed with eviction. If the tenant offers full payment AFTER the three day compli-

ance period has expired, then you are not obligated to accept payment.

If the tenant is offering a large enough partial payment, you may want to accept it even though it cancels the eviction notice. But only take a partial payment where the payment is large enough to warrant starting the eviction process again. If you're within the three day eviction notice, this means that you must simply serve a new eviction notice showing the payment toward the balance owed. The three day pay or quit is cancelled anytime you accept payment, requiring you to serve a new three day pay or quit.



*(Continued from page 1) Foundation of Evictions*

mistakes when serving an eviction notice are (1) emailing/texting the notice, (2) verbally giving a tenant the notice, or (3) "snail mailing" the notice. These are all improper services for an eviction notice and will likely result in your eviction being dismissed and/or delayed.

Utah's statutes require that eviction notices be served in very specific ways ([Utah Code Ann. §78B-6-805](#)). An eviction notice must be served via: (1) personal service directly to the tenant, (2) personal service to a person "of suitable age and discretion" at the property with a second copy being mailed, (3) posting the notice in a conspicuous place on the property, or (4) certified or registered

mail.

### Best Practice — Knock & Post

We usually avoid using certified mail because the deadline to comply with the notice does not begin until the tenant signs for the certified letter. We recommend serving the notice personally at the property. If the tenant answers the door, serve a copy of the notice. If they do not answer the door, post a copy of the notice on the door (it is also good to snap a picture of the notice with your cell phone to prove service).

If you have served one or more approved eviction notices and your tenant still refuses to vacate your property, contact our office and we will help complete the eviction process.

Attorney Jeremy Shorts

## DOs & DON'Ts of... Eviction Notices



### DO

- DO — Use approved notices (free on our website — [www.utahevictionlaw.com](http://www.utahevictionlaw.com)).
- DO — Serve notices with "Knock & Post". If they answer, great. If they do not, post it on the door and snap a picture.
- DO — List ALL tenants on the applicable eviction notices.
- DO — Serve multiple eviction notices for multiple violations. You only have to prove one for a successful eviction.



### DON'T

- DON'T — Email, text or snail mail an eviction notice or lease termination. These types of service are not proper.
- DON'T — Serve an eviction notice via certified mail (it is proper service but the 3 days doesn't start until it is signed for).
- DON'T — List charges in the eviction notice that are NOT authorized or part of your lease agreement.







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**Eviictions in Weeks, Not Months!**

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Next Month...

- Dear Attorney
- Meet the Team
- Calendar
- Advice Corner

*Utah Eviction Law Team*

*Left to Right: Lacie, Dave, Jeremy, Kelsey*



You will be learning more about Our Team in future newsletters!

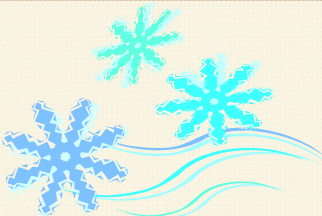
We'll pay your \$75 filing fee for any regular priced eviction filed by February 28, 2014!

*Refer to Code #LL-1010*



Parting Thoughts

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- Have an eviction question? Email your questions to us for a future newsletter!
- Help us build our online presence! You can "Like" our Facebook page ([www.facebook.com/utahevictionlaw](http://www.facebook.com/utahevictionlaw)).
- You can also give us a Five Star Google Review (search "Utah Eviction Law Reviews" and click on "Write a Review").



A variety of photos are provided by [freedigitalphotos.net](http://freedigitalphotos.net)

# Calendar of Events

- January 1 —New Year's Day
- January 10 — UAA Multi City Good Landlord Class
- January 20 — Martin Luther King Jr. Day
- January 31 — Chinese New Year