



Landlord Letter

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Inspections and Entry by Landlords

“My tenant has changed the locks and refuses to give me a key, how do I get a key and enter the property?” “I need to inspect the property for damage I believe my tenant caused, what should I do?” “Can I go in if my tenant may have abandoned the property?”

We commonly receive questions such as these from landlord dealing with inspections and entry into their properties. Under Utah law, the landlord has a right to enter and inspect the property, but the tenants also have a right to “quiet enjoyment” of the property. Based on these rights, it is unreasonable for a tenant to refuse a landlord’s access to the property. However, it is also unreasonable for the landlord to expect entry at any time and un-



der any circumstances. If handled correctly, both of these potentially conflicting rights can be satisfied simultaneously.

Generally a landlord wishing to enter and/or inspect the property must either (1) receive permission from the tenants, or (2) give the tenant reasonable notice of the inspection date and time (we recommend giving the tenant 24 hours notice). Inspections should not be used to harass a tenant or interfere with their right to quiet enjoyment, but as long as the tenant is provided notice of the inspection the landlord should be entitled to inspect.

If the tenant has changed the locks or

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Evictions in Weeks, Not Months!

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Landlord Laughs

Recently, we filed an eviction based on a tenant’s failure to pay rent. The tenant, as they often do, filed an answer with the court arguing that the reason they did not pay rent was that the house was in disrepair and the landlord refused to do anything about it. The tenant explained every little thing that was wrong with the property and even argued that the property was causing them health problems.



When we went to the court hearing, the tenants again explained to the judge how terrible the place

was. After listening to the tenant and reviewing their answer, the Judge said that he was always amazed that, according to the tenants, the place they live is unbearable, but when they get to a court hearing, they beg the court to allow them to stay in there forever. The tenant quickly changed his tune and said that the house was livable and just needed a few upgrades. The judge was not buying it and ordered that the tenant vacate in 3 days. After that, the only excuse the tenant had left to not be forced to vacate was that he had diarrhea. The court didn't buy that excuse either.

DOs & DON'Ts of... Inspections



DO

- Provide your tenants with at least 24 hour notice prior to arriving at the property for inspection.
- Provide written notice of the inspection and, in most circumstances, post the notice on the door of the property to ensure it is seen by your tenant.



DON'T

- Just text or email the notice of inspection.
- Don't inspect the property at unreasonable times (unless it is an emergency).
- Forget to document what takes place during the inspection.

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taken other steps to restrict the landlord's ability to inspect, the landlord is entitled to make reasonable arrangements to gain entry. For example, if the tenant has changed the locks and refuses to give the landlord a new key, I believe it is reasonable to give the tenant written notice of the landlord's intent to inspect and warn the tenant that if they refuse access the landlord will call a locksmith to re-key the locks at the tenant's expense. If the tenant wishes to avoid incurring locksmith fees, they should simply provide a new key to the landlord. If the locks are changed, the landlord should **immediately** provide the tenant with a key so they have access to the property (this is NOT an eviction).

"Your lease can help define when the landlord can enter the property."

Another alternative would be to give the tenant a three day eviction notice for lease violations and give the tenant three days to provide the key. I believe this approach is above and beyond what is required, but if the tenant refuses to cooperate, the landlord may have grounds to proceed with an eviction (however, the landlord should

be cautious about proceeding with an eviction if this is the only issue the tenant has caused).

Finally, are there any exceptions to these rules? Yes. Your lease can help define when the landlord is entitled to enter and inspect. Stating inspection rights will help to clarify when the parties have agreed to inspections. If you have any specific concerns that may come up (i.e. you are listing the property for sale and potential buyers may want to inspect with the landlord), make sure those are listed in the lease or an addendum.

Also, what if there's an emergency like a fire or flood? Giving a 24 hour inspection notice may mean that the landlord watches while the basement turn into a swimming pool or the house burns down to the ground. In an actual emergency, we recommend that the landlord still try to contact the tenant, but even if the tenant cannot be reached the landlord would be entitled to enter immediately in order to protect the landlord's property and the tenant's personal property.

Jeremy Shorts



Questions for our attorneys?
FREE 15 minute consultation!

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Know Your Notice

• Waste (Damages) •

Purpose: Used when your tenant damages your property.



Make sure the waste was caused by your tenant or those that your tenant is responsible for (guests, etc.).



This notice requires the tenant to fix the waste or vacate the property within 3 calendar days.

Landlords are responsible for normal wear & tear. Tenants are responsible for waste (which is damage beyond normal wear & tear)

Make sure to document the waste with pictures and/or witnesses. If you end up in court, a picture is worth a thousand words

Utah Eviction Law wants to wish you and your family a Happy Thanksgiving!



If a fellow isn't thankful for what he's got, he isn't likely to be thankful for what he's going to get.

-Frank A. Clark



Dear Attorney,

Q:

Our lease forbids pets, but my tenant trains seeing eye dogs and requested that one of the assistance animals be allowed to live in the property. Do I have to let the dog in?

A:

Fair Housing Laws may allow an assistance animal in the property so

long as (1) the tenant has a disability, (2) the disability creates a need, and (3) the animal satisfies the need created by the disability.

An obvious assistance animal is a seeing eye dog for a blind person. Blindness is the disability, mobility is the need, and the seeing eye dog helps fulfill the need created by the disability.

In this situation, the request isn't based on any disability or need of the tenant. While a seeing eye dog is obviously an assistance animal, that doesn't mean that any tenant is allowed to have the assistance animal in the property. The animal must be fulfilling a need created by a disability held by that specific tenant.

Fair Housing questions can be difficult to deal with. Next month we'll focus our featured article on this issue .



Don't forget to set your clocks BACK one hour on Sunday, November 2!

From the Courthouse

Have a court hearing? Here are some tips:

Dress appropriately. No tank tops, flip flops, hats, t-shirts etc. Nice office wear such as slacks and a button down works well.

Arrive about 20 minutes early. This allows you to talk to our attorneys before seeing to the Judge.

Silence your cell phones.

Yes, basic knowledge, but sometimes we forget.

When speaking to the judge, allow our attorneys to speak for you unless otherwise directed.

Ask questions! If you don't understand something, we will do our best to help you be comfortable with what is happening.

Calendar of Events

- November 1—All Saints Day
- November 2—Daylight Saving Time Ends
- November 11—Veteran's Day
- November 18 — UAA's Annual Meeting
- November 19—NARPM Meeting
- November 27—Thanksgiving



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Parting Thoughts

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