



Landlord Letter

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Utah's Security Deposit Laws

Security deposits are a valuable tool to help enforce the lease agreement and protect a landlord from damage to their property. Surprisingly, many landlords overlook security deposits by not charging ANY deposit, or not charging enough. To start, every Utah landlord should quickly read Utah's laws on security deposits (found in Utah Code Ann. §57-17-1 to §57-17-5). It won't take long but is very important. These laws are very basic and not very comprehensive. A landlord should NOT rely on these basic statutes to address such an important issue. It is critical to use a detailed lease that clearly outlines the terms and conditions of the security deposit.

Under Utah law, there is no maximum limit on what security deposit a landlord can demand, but if the deposit is too high tenants will simply avoid that landlord. The industry standard is to have the security deposit match one month of rent. Under certain circumstances, it may make sense for a landlord to request more

in a deposit (i.e. if the tenant has a pet, poor or no credit, etc.). However, as we've discussed in the past, remember that a landlord cannot charge a "pet deposit" if the tenant has an assistance animal (qualified assistance animals are NOT pets). Also, if any portion of the deposit is non-refundable (for cleaning, administration fees, etc.), the written lease has to clearly state so.



Typically security deposits can be used by the landlord to cover ANY charges (not just damages to the property) owed by the tenant. However, we consistently advise our clients to keep the security deposit in place until AFTER the tenant has vacated the property. Using the deposit while the tenant is still in the property for rent, late fees, damages, etc. removes the safety net that the security deposit provides. It is best to simply demand that the tenant pay the amounts owed instead of using the deposit to cover those charges.

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Landlord Laughs

Recently we attended an eviction hearing based on a tenant's failure to pay rent. The tenant argued that not only had they paid rent for the current month, but they left an envelope with \$3,000 cash on the maintenance guy's door for the next few months of rent because they wanted to pay in advance. Not surprisingly, when the landlord saw the envelope, it was torn open with no money inside. At the hearing, after explaining to the tenants that because the landlord had not been paid they would need to leave, the tenant proceeded to explain how she had nowhere to go.

When the tenant realized that that argument was not going to allow her to remain in the property, she argued that the landlord was terrible and the place was a disaster, full of rodents, and spiders. In fact, the place was so terrible, the tenant said, that she had not been able to live in there and refused to go in there. I pointed out that she first told me she had nowhere to go, but now is saying that she is living somewhere else because of the horrible conditions of the property. She was at a loss for words and agreed to vacate the property without argument with the court.

DOs & DON'Ts of...

Being a Better Landlord



DO

- Take repair requests seriously (a happy tenant is a good tenant).
- Communicate with your tenants to help make sure they're taken care of.
- Use a written lease and have any modifications in writing.



DON'T

- Try to change the lease in the middle of the term.
- Conduct too many inspections (depends on the circumstances).
- Be afraid to address problems or lease violations.

(Continued from page 1)

We commonly deal with cases where the tenant has told the landlord "this is the last month of the lease, just use my security deposit to cover the rent." First, unless expressly allowed in the lease, a tenant cannot force a landlord to apply the deposit to rent. Also, allowing the tenant to do this completely removes the safety net that a security deposit provides. We consistently tell our clients to serve a three day pay or quit eviction notice if a tenant takes this stance.

The most critical time for dealing with a security deposit is once the tenant has vacated the property. Under Utah law, the landlord is required to provide an itemized "Deposit Closing Statement" listing any charges that the landlord will take out of the deposit. The Deposit Closing Statement has to be sent to the tenant's last known address (or their forwarding address if provided) within thirty days of the tenant vacating. If the tenant does not give a forwarding address, it is best to still send the Deposit

Closing Statement within thirty days.

What happens if the landlord does not follow the law related to a Deposit Closing Statement? The law on this issue has recently changed for the better. Under the new statute, if a landlord fails to comply with the law, the tenant is required to serve the landlord with a "Tenant's Notice to Provide Deposit Disposition" that notifies the landlord that they have not received the Deposit Closing Statement. The landlord then has five days to provide the statement. If the landlord fails to comply within those five days, the tenant may be entitled to a full refund of the deposit, a civil penalty of \$100, plus attorney fees and costs. As with most legal requirements, it is usually better to be safe than sorry. Landlords should make sure they have policies and procedures in place to ensure that deposits are handled in a timely manner and that every tenant receives a Deposit Closing Statement.

Attorney Jeremy Shorts

Give thanks for unknown blessings already on their way.

~Native American Saying



Know Your Notice

• Five Day Tenant At Will Notice •

Purpose: Give a squatter notice they don't have a lease and must leave.



A Tenant at Will Notice gives the tenant five calendar days to vacate the property.



Even without a written lease, a tenant might not be a tenant at will if the landlord has given verbal permission for the tenant to live there.

The only option for a tenant to comply with a Tenant at Will Notice is to vacate the property. There is no other cure.

Even without a written lease, a tenant might not be a tenant at will if the landlord has given verbal permission for the tenant to live there.



Don't forget we offer a free 15 minute landlord consultation!

Contact information:

801-610-9879

info@utahevictionlaw.com



Dear Attorney,

Have an idea or question for a future newsletter?

Email us!

info@utahevictionlaw.com

Q:

My tenants finally vacated, but they left 25 rabbits at the home and the tenant is asking me to feed them. What should I do?

A:

If your tenants have vacated the property and have left property behind, you will want to familiarize yourself with the abandoned property statutes. Specifically, if the abandoned property is an animal, the relevant statute is Section 78B-6-8196) and (7). According to Utah law, an owner of property is not required to store abandoned animals, including dogs, cats, fish, reptiles, rodents, birds, or other pets. The statute states that the

owner can properly dispose of these immediately upon determination of abandonment and a tenant may not recover anything for them.

Keep in mind that a key word is "properly." If you are dealing with abandoned animals, make sure you contact animal control so that the animals are taken care of properly. It is best to get a professional involved to deal with the abandoned animals before taking action on your own.



Peter Pilgrim wants you to know that we have updated our website!!!

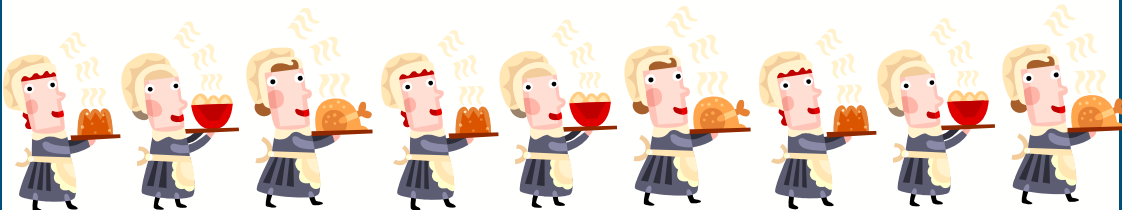
Go to:

www.utahevictionlaw.com

to look at our improvements!

Calendar of Events

- November 1—All Saints Day
- November 1—Daylight Saving Time Ends (set clocks back)
- November 11—Veteran's Day
- November 26—Thanksgiving



Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email at info@utahevictionlaw.com.
- Have an eviction question? Email it to us for a future newsletter!
- Help us build our online presence! You can "Like" our Facebook page (www.facebook.com/utahevictionlaw).
- You can also give us a Five Star Google Review (search "Utah Eviction Law Reviews" and click on our link).

Evictions in Weeks, Not Months!