



Landlord Letter

Free Forms & Notices — www.utaheviictionlaw.com

Phone: 801-610-9879 • Fax: 801-494-2058 • Email: info@utaheviictionlaw.com

How to Avoid an Eviction

While our clients are very happy with our services, it's common for clients to tell us "I hope I never have to hire you again!" A common question we get is "What can I do so I don't have to do another eviction?"

First, it starts with screening potential tenants. Many of our evictions start with our client explaining that for whatever reason they did NOT do a background check and made an emotional decision instead of a business decision. Use a detailed rental application, but don't stop there. Since several of our evictions have been based on false information provided in a rental application,

you MUST verify the critical information in the rental application. Contact their employer to verify how long they've worked there and how much they make. Perform a background check to see if they have any criminal history or recent bankruptcies. Try to talk to TWO prior landlords (their current landlord might give them a glowing review just to get them out of their house and in to yours).

Second, use a strong WRITTEN lease agreement that is founded on Utah law, and have ALL tenants sign the lease. If some-

(Continued on page 2)



Courtroom Chronicles

Often a tenant do some online research to determine what their rights are after they have been served with an eviction notice or an eviction lawsuit. We had a recent case where the tenant filed an answer claiming many problems with the home as well as claiming that they were willing to pay the rent and had told the landlord they were willing to pay, but they hadn't actually paid it. Because they filed an answer with court, we attended an eviction hearing. Like most hearings we attend, we met with the tenants in a conference room outside of the courtroom prior to going in front of the judge to see if we could work out a move out date and an agreement on what is owed.

Both tenants continued to claim that they were within their rights because of what they had both read online and

heard from a friend that knows about evictions. They were adamant that I was lying to them when I told them the judge would require that they vacate the property in 3 days. Our client was willing to work with them to give them additional time, but they refused to accept anything and insisted they be allowed to stay in the property for the remainder of the lease.

So, we took the case in front of the judge and the judge quickly told them that their online research was incorrect and their "friend" was wrong as well. The court ordered them to vacate the property in 3 days. One lesson learned is to not trust everything you read online or hear from a friend. That holds true for tenants and landlords.

(Continued from page 1)

one moves into a home without a written lease, under Utah law there is usually a verbal lease in place which can be difficult to determine what exactly the agreement entails. Also, listing all tenants on the lease does two things: (1) it allows you to enforce the lease against ALL tenants, and (2) if you have to evict or collect on a balance, having multiple tenants gives you multiple options to collect. Our website (www.utahevictionlaw.com) has a free residential lease agreement that is based on years of experience and hundreds of problem tenants. If we ever come across a new issue or problem, we modify our lease so that in the future the landlord is protected. The entire goal is to (1) avoid problems, but (2) address problems if they come up.

Third, we recommend that you consider requiring certified funds for the initial payment. Usually a tenant pays a minimum of first month's rent plus the security deposit (if you're lucky you can also collect last month's rent). With such a large payment at a critical point of the lease (right before they get the keys), we recommend getting this first payment via certified funds. If

you sign the lease, accept a personal check, give them the keys and they move in but then a week later their check bounces, you'll probably be calling us to do an eviction.

Finally, even if you do everything right, there is nothing you can do to guarantee you won't have to do an eviction. Being consistent with your tenants will help you develop trust with them – If you say you're doing to do something (complete repairs, serve an eviction notice, etc.), stick with it. If problems arise, do what you can to maintain open and honest communication with your tenants. But when all else fails, don't be afraid to serve an eviction notice and start the potential eviction process. If you have to do an eviction, it's much better to file an eviction early on once significant problems develop. For example, if a tenant isn't paying rent, it's obviously much better to evict them with a balance of one month versus letting them get 2-3 months behind.

As always, if you have any questions about how to deal with a problem tenant, give us a call for free consultation.

Attorney Jeremy Shorts



DOs & DON'Ts of Screening Tenants



DO

- Get a detailed rental application from EACH tenant.
- Require the entire rental application to be filled out.
- Perform comprehensive background checks (criminal, bankruptcy, etc.).
- Try to talk to the last TWO landlords.



DON'T

- Make an emotion decision – being a landlord is a business.
- Skip over the screening process.
- Give your tenant keys until EVERYTHING else is done.

Dear Attorney,

Q: *My tenant has threatened to record a lien against my property if I evict him. Should I be worried?*

A: It depends on whether or not the tenant has a valid basis for the lien. Anyone can record a lien, just like anyone can file a lawsuit. It doesn't necessarily mean that they have a valid basis for their claim. If a tenant records a lien on your property without a justifiable legal basis, they can be liable for \$10,000 or more in damages. If they are doing it to intentionally interfere with the sale of the property, they could be liable for triple the amount of damages incurred as a result of the loss of the sale. So, while it can create some headaches upfront, there are ways you can ensure you get the lien removed and some compensation for it. As soon as you see that there is a lien on the property, it would be a good idea to contact an attorney to discuss your options which may quickly include filing a motion with the court to have the lien removed. That being said, there is almost always some benefit of trying to resolve the issue without the court and find a solution both parties can agree to.



"A man who views the world the same at 50 as he did at 20 has wasted 30 years of his life"



-Muhammad Ali

Know Your Notice

• Declaration of Abandonment •

Purpose: Assists the landlord in re-taking possession when a tenant has abandoned the property.



The Declaration of Abandonment serves two purposes: (1) it declares the real property abandoned before the landlord re-takes possession, and (2) sets up the sale/donation of any abandoned personal property the tenant left behind.

There is no notice requirement in order to declare a property abandoned, but prior to selling or disposing of any personal property the landlord must give a Declaration of Abandonment and store the items for a minimum of 15 days.

Once the 15 days has expired, the landlord may sell/donate the items. However, the landlord must give written notice of the sale at least five (5) days before the sale.

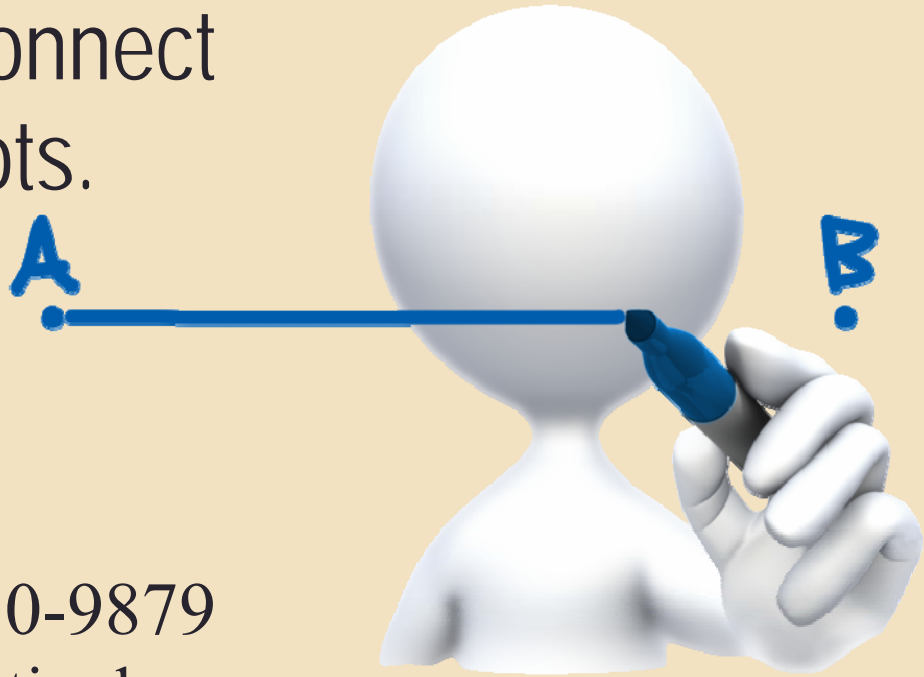
Be cautious... A Declaration of Abandonment is a necessary and useful tool, but if a judge later determines the property was NOT abandoned, the landlord may be responsible for treble damages.

Let us help you connect the eviction dots.

Contact us for a **FREE** 15 minute landlord consultation

Phone: (801) 610-9879

Email: info@utahevictionlaw.com



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).



Calendar of Events



- June 14 — Flag Day
- June 19 — Father's Day
- June 20 — Summer Solstice
- June 18 — UAA Multi City Good Landlord Class