



Landlord Letter

July 2017

Plumbers, Evictions & Attorneys

No landlord looks forward to hiring an attorney or filing an eviction. Instead of installing swimming pools, we're more like making the midnight call to your plumber when a pipe breaks. When faced with a broken pipe, you wouldn't leave it alone and hope that it fixes itself. If you think you have a broken pipe, you should continue to investigate the problem and take necessary action until you're confident the water isn't a problem anymore.

But many landlords take this approach with a problem tenant hoping they will self-correct. It's important to work with your tenants and give them an opportunity to correct the problem, but you

should also move forward with an eviction when it becomes clear that they are unable or unwilling to fix the issues.

The eviction process is designed to give tenants an opportunity to fix the problems or move out voluntarily. If you have a tenant that refuses to cooperate or doesn't act promptly enough, you should begin the eviction process by serving them with an eviction notice. This is true no matter the problem – if they are not paying rent, damaging the property, allowing others to move into the property or otherwise breaking the lease.

(Continued on page 2)



Know Your Notice • Three Day Pay or Quit

Purpose: Assists the landlord in re-taking possession when a tenant owes "rent or other amounts due."

A landlord is NOT required to accept a partial payment, but if partial payment is accepted the pay or quit is cancelled. The landlord must serve a new notice showing the new balance.

A landlord cannot modify the pay or quit to become a "pay AND quit" or a "notice to quit". It MUST allow the tenant to either pay OR quit in order to comply with the eviction notice statutes.

The three days stated in the notice is three calendar days – counting weekends and holidays. Do not count the day it was served. Day #1 begins the following day (For example—if served on Wednesday, the 3 days are Thursday, Friday & Saturday).

A Pay or Quit requires the tenant to do just that: (1) pay entire balance owed, or (2) vacate within three days. Those are the only two ways for a tenant to comply with this notice and avoid an eviction.

(Continued from page 1)

For example, if you have a tenant that is late on the rent we always recommend serving a three day pay or quit. If they actually have the rent and are going to pay, an eviction notice is a great way to figure that out. But if they don't have any money and aren't able to pay, an eviction notice is a great way to figure that out. Either way you're giving them the proper notice that's required under Utah law and you're also giving the tenant an opportunity to fix the problems. How they react to an eviction notice will help you to see what steps you need to take next.

Most of our clients call us because they've already tried working with their tenants, but the tenants are missing deadlines, ignoring calls, and they won't answer the door. In these circumstances you should probably hire an attorney to move forward with an eviction.

An eviction can put some significant benefits on the table for the landlord. It stops the bleeding by

removing the problem tenant and allows you to get a new tenant in. The eviction process also allows the landlord to work to recover funds they are owed (if any).

Serving an eviction notice doesn't mean the landlord will be forced to move forward with a full eviction. It simply gives the landlord the opportunity to do so if they need to. If the tenant decides to cooperate at any point along the way, we can always settle the case and present the case to the court to create a court order.

A tenant that ignores a contract (i.e. a lease) needs to be taken to court to get a court order. If the tenant ignores a court order (whether the order is obtained through settlement or otherwise), then a sheriff can finish the eviction

or we can get the court involved to enforce the order.

Ignoring a problem tenant is like ignoring a broken pipe – it can create more problems down the road. Do what you can to take care of the problem up front, but if they don't cooperate don't hesitate to file an eviction.



Visit us online at www.utahevictionlaw.com



Dear Attorney,

Q:

My tenant owes rent, but has gone silent. I'm at a standstill because they are not responding to me at all. What do I need to do?

A:

Hiring an attorney is often the last resort. We always recommend trying to work with your tenants first to see if you can work out the problems on your own. But when a tenant is ignoring you and not responding or performing, that limits your opportunities to try to fix the problems.

When a tenant goes silent, we recommend that you serve the tenant with the eviction notices applicable to the problems you're dealing with. In the current situation, that would be a "Three Day Pay or Quit" that gives the tenant three calendar

days to either pay the balance owed or vacate the property.

Even if you want to try to avoid filing an eviction, you should still serve an eviction notice. That gives the tenant the three days required under Utah law to come to the table to work things out. If they don't respond, then you've cleared the path to move forward with an eviction.

You never know when a problem tenant will turn into an eviction. Contact us for a free consultation to make sure you are setting up your eviction case correctly .

DOs & DON'Ts of Hiring an Eviction Attorney



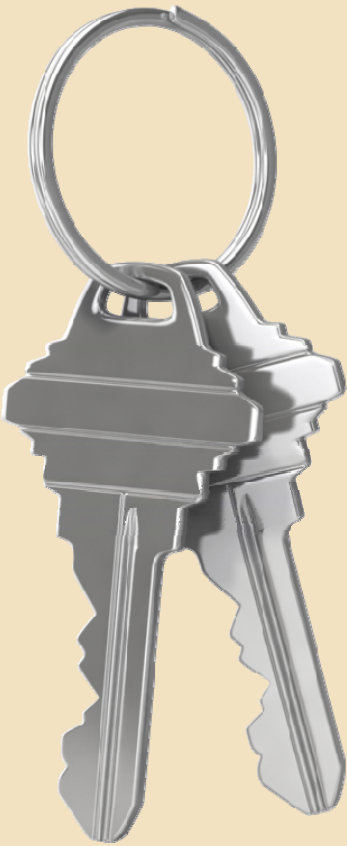
DO

- Gather your documents in preparation for hiring an attorney.
- Give your attorney everything, you feel may be critical to your case.
- Provide evidence for each point of your case.



DON'T

- Handle the eviction process on your own —Hire a professional.
- Assume that the Judge is going to believe you.
- Hire just an attorney—make sure they focus on evictions.



Landlord Laughs—Security Deposit

When you're starting a new lease with a new tenant, it's important to have your ducks in a row. Make sure you have a strong rental application, you've performed background checks, they've signed the lease and other necessary documents, and we recommend you have them pay their first payment via certified funds (you don't want to let them in only to learn they bounced that first check).

We had one commercial client recently that didn't follow this advice to a "T", but it still worked out well. The commercial tenant looked pretty good

on paper and the landlord decided to rent to them, but they didn't have the funds for the \$1,500 security deposit.

The tenant offered another form of "security" by offering to give the landlord several guns from the tenant's personal collection. This route made sense to the landlord because he was a gun collector and made sure that the value of the guns was between \$2,000 and \$3,000 total to make sure that he was over protected.

Collecting guns in lieu of a security deposit? That sounds like a "Security" deposit to me.

Evictions in Weeks, Not Months!

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 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 Google Reviews" and click on our Google Plus link).

Calendar of Events

- July 4 — Independence Day
- July 8—UAA Multi City Good Landlord Class
- July 13 — 14th Annual UAA Golf Tournament
- July 18 — UAA Ogden Good Landlord Class
- July 24 — Pioneer Day
- July 28— UAA Multi-City Good Landlord Class

