



Landlord Letter

August 2019

Settling Cases With Keys for Cash

When dealing with a problem tenant, it's usually best to try to come up with some compromise that both sides can live with. A settlement is usually better (and cheaper) for all involved. The problem is that often times communication has broken down and trust is lost.

There are two situations where we get a lot of cases – When the tenant isn't following through with what they've promised or the tenant just goes silent. How can you settle a case if the tenant isn't truthful or they've gone silent? At that point it's likely time to hire an attorney to proceed with eviction.

However, if your tenant is being reasonable

and they're communicating with you, maybe a settlement would work. Most landlords have

heard of "Cash for Keys", but that's wrong. It should be "Keys for Cash" – Don't give them the cash until they've given you the keys and moved out.

You don't necessary have to give them cash either, you have a few options. You could offer a partial reduction in rent or a partial return of the security deposit, but if possible it's best to make sure they're out

of the property first. And once you've agreed to something, make sure you reduce that to writing.

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Free 15 Minute Landlord Consultation
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Most leases have a provision that states “If it’s not in writing it’s not enforceable.” Since you’re modifying the terms of the lease it will need to be in writing.

We have a “Mutual Termination of Lease” agreement that we use in this situation. It’s important to clearly address items such as (1) the new lease termination date of when they will be out, (2) what is being paid and who is paying, (3) clearly state that if they don’t vacate by the new lease termination date then you can proceed with eviction without any need for a new eviction notice, and (4) other terms specific to your circumstances.

As you are working with them, it’s important

to remember that on average it takes our office about 2-3 weeks to work through the eviction process. But that 2-3 week timeline doesn’t begin until AFTER the landlord has given us all the paperwork to proceed with the case. If

the tenant hasn’t paid but promises to be out in 2-3 weeks, you may want to proceed with an eviction right now. If you wait 2-3 weeks and they are still coming up with more excuses, then

you’re just wasting time.

As always, each situation is different so if you have questions it’s best to talk to an attorney.

Attorney Jeremy Shorts



Quick Tips on Eviction Notices

- If applicable, serve multiple eviction notices to strengthen your case.
- Include enough detail to explain why they’re receiving the notices.
- Make sure it’s filled out and served properly.
- Keep a copy for yourself in case you end up filing an eviction.





Dear Attorney,

Q: *My tenant is violating their lease, but I'm not sure if I have to give them a chance to cure the violations. What should I do?*

A: *You'll want to closely follow your lease, but in short, it's a matter of severity and you should be cautious. You do NOT want to be overly picky as you enforce basic lease violations. But if the violations are substantial or numerous, that helps to strengthen your case. Most lease violations will require you to give the tenant three calendar days to come into compliance (for example, having a pet in the property, not changing utilities to their name, not cleaning the property, etc.).*

Prior to proceeding with eviction, you should normally give them an opportunity to comply. But your lease can give guidance for terms that do not require an opportunity to cure or if a violation is major.

At the end of the day if this ends up in front of the judge, they are going to want to see that there is a material violation of the lease that justifies an eviction. If you have tried working with the tenants prior to filing an eviction that helps build a stronger case too.

We have a new Team Member—Meet Brittani!

- *My favorite hobbies include spending time with my animals, gardening, hiking, mountain biking and going on adventures with my family.*
- *I've worked in the real estate industry for the last 17 years.*
- *I've been married for 15 years and have 4 sweet little girls.*
- *Lover of all living things.*



Landlord Laughs

Sometimes people have very odd habits or tendencies. Entire TV shows have been dedicated to the strange and disgusting. In one of our cases the tenant was taking hoarding (and disgustingness) to the next level.

In a consult with a landlord, he mentioned that his Tenant had become a hoarder. In fact, the tenant was storing his urine in bottles behind the television in his room.

Sensing an opportunity for sarcasm, we jokingly asked, “What, you don’t store your urine in bottles in your house”? The landlord sensed the joke but (understandably) wasn’t in the mood when he quickly replied “No, I leave it in the toilet like everyone else.”

The next time you are concerned about your tenant’s disgusting or odd habits, just be glad that (hopefully) they are leaving their urine in the toilet like normal human beings!



Calendar of Events



- August 7 — UAA’s Ogden Good Landlord Class
- August 28 — UAA’s Salt Lake City Landlord Training Class
- August 29—UAA General Membership Meeting—FUN BUS to Wendover! Our Attorney David Gardner will be teaching on the way out there. Visit www.uaahq.org/funbus-GMM to register for that event.

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 “Jeremy Shorts Reviews” and click on our link).

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