



Landlord Letter

December 2019

Utah's Fit Premises Act & Domestic Violence

We occasionally receive questions about how to handle domestic violence in their rental. Commonly the victim of domestic violence wants to move or wants the perpetrator tenant removed from the property. This situation is one of the very few where you may not need to move forward with an eviction, but you will want to be careful to make sure you comply with the law.

First, The victim has to give you documentation showing they were a victim of serious crime (usually domestic violence, stalking, sexual assault, burglary, dating violence, etc.). The statute requires that the victim give you either (1) a protec-

tive order concerning the perpetrator signed by a judge after a hearing, or (2) a police report showing they were a victim of crime caused by the perpetrator. These situations can be very challenging so you should be sensitive, but it is not being stubborn or mean to require this documentation. The statute requires that you do this.

Second, once the victim tenant has given you the proper paperwork showing that they were a victim of a serious crime, the tenant has a choice to either (1) stay or (2) go.

(Continued on page 2)



**What people are
saying about US!!!**

Very pleased with Utah Eviction Law, Jeremy Shorts, attorney. Everything was handled professionally and as quickly as possible. Evicting tenants is always difficult. Utah Eviction Law helped everything run as smoothly as possible.

~Shaunna —Google Review



Know Your Notice

• Abandoned Personal Property •

Purpose: Addresses personal property left behind by a tenant .



This is a recent change under Utah law when handling abandoned personal property.



Instead of storing items for 30 days, the law requires the landlord to store the items for fifteen days.

If the landlord is going to sell, donate or dispose of any items, they must give a notice of sale to the tenant at least five days prior to the sale.

A landlord does not have to store hazardous materials, animals, garbage, perishable items, etc.



(Continued from page 1)

If the tenant wants to STAY, they must (1) give you a written request that the locks be changed, and (2) pay for the locks to be changed. If the tenant has given you all of the above items, you can then change the locks and give the tenants the new key, but you **SHOULD NOT** give the perpetrator a key unless they obtain a court order that says they are entitled to a key. Even though the perpetrator has been locked out, the perpetrator still remains financially responsible to pay rent and **IS NOT** removed from the lease (you do **NOT** need to sign a new lease).

If the tenant wants to GO, they can terminate the lease **ONLY IF** the following conditions are met: (1) the victim is in compliance with the lease and Utah law, **AND** (2) the victim gives you a

written notice of termination, **AND** (3) the victim pays pro-rated rent covering the next 45 days of rent. In this situation, the victim would be removed from the lease but lease would continue with the remaining tenants. You could consider an eviction for criminal acts against the perpetrator, but make sure you have a strong case with witnesses that will participate in the eviction.

In either situation, you do not have to sign a new lease or modify the current lease. Want to read more? Google the statute ("Utah Code Ann 57-22 -5.1") and you can read the language yourself. This circumstance can be tricky, so if you have any questions you will also want to consult an attorney.

-Attorney Jeremy Shorts

Dear Attorney,

Q:

What should I consider if I am thinking about raising rent?

A:

First, while there is no statute under Utah law that addresses any limitations on rent increase, you should be aware of what the market is doing and be fair with your residents. Just because you can impose a substantial rent increase doesn't always mean you should. If you have a good resident you want to keep around, be flexible.

Also, timing is critical here. You cannot raise rent during the initial term of the lease, so you will have to wait until either (1) the initial lease term is ending, or (2) you are in a month to month lease.

To adjust the rent, Utah law only requires a written notice at least 15 days before the end of the period in order to terminate a lease or increase rent. But most leases have a 30-60 day termination clause so you would need to comply with your lease.

Finally, rent increases usually begin on the 1st of the month (so you usually don't prorate rent in the middle of a month). Make sure the written notice is given with sufficient time for it to be effective (15 days under the statute or follow **your lease** if it's longer than 15 days).

Quick Tips ... Record Keeping & Evidence

Quick Tips if you suspect potential legal problems:



Memories fade, so document EVERYTHING when it's fresh.



A picture is worth a thousand words (1,000 pictures = 1M words).



Get witness statements and contact information in case they move.



Landlord Laughs

It's best to try to work with a problem tenant. But how do you work with someone that won't communicate with you? We had one case where the landlord couldn't get a response from their tenant. After we got involved we had spoken with the tenant a few times to try to work something out, but things started to stall.

During one call, the tenant's roommate answered the phone and said he would get her. The tenant got on the phone but once she found out it was us, she handed the phone back to her roommate and said (clear as day) "Tell him the phone isn't working. I don't want to talk to him." He got on the phone and said "She's not here". I said "I can hear her talking in the background." He said "That's not her, it's her friend." Yeah, right.

The problem was that we had spoken on the phone enough to know that it was definitely her. At that point, we cut off the pointless communication and moved forward with our eviction.

Calendar of Events

- December 6 — UAA Good Landlord
Class (Sandy)
- December 11 — UAA Good Landlord
Class (Ogden)
- December 25 — Christmas
- December 31— New Year's Eve

