



# Landlord Letter

## What to Expect During an Eviction

One of the most common questions we received from landlords is what they should expect when they're expecting... An eviction.

As an initial point, it's important to realize that every case is unique and needs to be monitored carefully. When our office receives a new case we have checklists and questions we need to ask to make sure that we're complying with Utah law and the lease. Most cases never make it in front of a judge, but we always act as if this case will.

Evictions usually begin by serving an eviction notice based on the violations that have occurred (failure to pay rent, nuisance, lease violation, etc.). If you're comfortable, you can handle the eviction notices directly, but if you have any concerns or a complicated situation, it's best to seek

legal advice from the beginning.

Once a client contacts us, we expect them to be open and honest about what has happened. You should turn over everything in your file and discuss any concerns openly. If there are any negative aspects to your case, it's best to address these prior to the case being filed. This is your best chance to dot the i's and cross the t's.

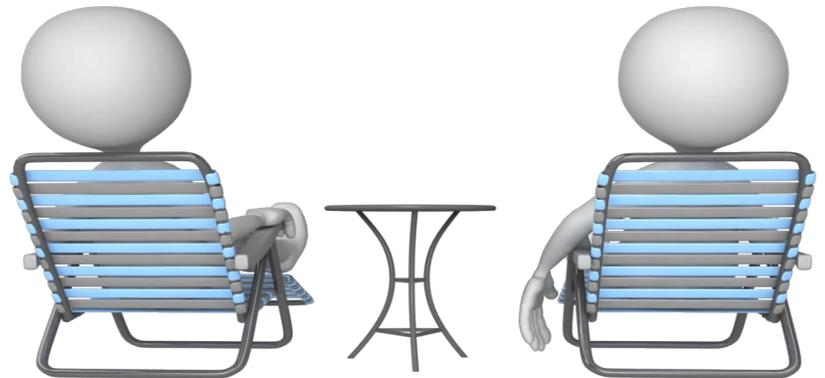
If the case is in order, we will move forward and file the case with the court. Overall you should plan on about 2-3 weeks to work through the court process. There are multiple steps during that process, but our office handles all of that and provides you with regular updates.

*(Continued on page 2)*

# hello,



*It's been a while since  
I've seen you last...*



If the tenant does not dispute the eviction, then you usually are awarded a “default judgment” and eviction order. This is handled without any hearing, just paperwork back and forth between the court and the case is completed.

If the tenant disputes the case then a hearing will be required. Prior to requesting a hearing date, our attorneys review what the tenant has filed in order to determine the best way to move forward. If we have any questions or concerns, we’ll discuss those in order to be prepared for the hearing.

The focus of the hearing is to determine possession of the property – it is set up as an eviction hearing, not a judgment hearing. Plan on arriving about 15-20 minutes early and you should dress professionally or at least business casual. Normally the court will allow us, as your attorneys, to sum-

marize and present the case to the judge. It’s rare that you would need to testify in court, but you should be prepared to testify if the judge has any questions for you.

When giving testimony, answer the questions but be cautious not to ramble or go off topic. Always tell the truth, even if the truth harms your case. Credibility is usually more important than what you actually say.

In the end, ask questions but follow the lead of your attorney. We’ve done this before and have a good idea of how the courts and the judges will rule. They say, “an ounce of prevention is worth a pound of cure. This is especially true if you properly prepare for an eviction.

*Attorney Jeremy Shorts*



## Know Your Notice

### •Nuisance•

**Purpose:** Used to terminate your lease based on your tenant’s actions that constitute a nuisance.

*Use this notice when your tenant is interfering with someone else’s comfortable and quiet enjoyment of their life or property.*

*A nuisance can be anything that injures someone’s health, is indecent, or is offensive.*

*Like other eviction notices, it must be served in person, posted or sent via certified mail. It cannot be given verbally, texted or emailed.*

*Some typical types of nuisance:  
Disturbing neighbors, late and loud parties, smoking, gambling, prostitution, buying/manufacturing/selling drugs.*

# Dear Attorney,

***I just received a notice of deficient conditions from my resident, what do I do now?***

Begin by reviewing the notice carefully. It should state a few critical pieces of information, including a description of the problem and the deadline to work on correcting the problem.

You need to decide whether to (1) fix the problem or (2) terminate the lease. If you decide to terminate the lease, you must (1) give them a written notice prior to the corrective period deadline, and (2) refund pro-rated rent and the deposit. The tenant then has to leave after ten days).

If you decide to correct the problem, you have to take substantial action toward cor-

recting the problem within the corrective time period listed in the notice. This does not mean that you have to correct the problem by the deadline, but you must take substantial action toward correcting the problem by the deadline.

As with most problems, communication is key. We recommend that you report to the resident at the end of the corrective period, in writing, that outlines (1) what you have accomplished within the corrective period, (2) what still needs to be done, and (3) the plan to continue to work on what needs to be done.

## Quick Tips of Security Deposits

✓ Require the initial payment (rent & deposit) to be paid via certified mail or in person.

✓ Make sure your lease outlines the terms of the deposit (when it's paid, what it can be used for, and what portion is refundable) and don't allow the deposit to be used for rent.

✓ If the deposit has NOT been paid, apply the next rent payment towards the deposit and let the tenant know the rent has not been paid. Serve a three day pay or quit if needed.

✓ Do not assume the tenant will not ask for the deposit back after they have left. Ensure you detail how the deposit was applied and properly notify the tenant of the deposit disposition.

## Landlord Laughs

**Sometimes residents don't quite understand fair housing laws, but they think they do. This was a text message history we recently came across:**



- Landlord: Do you have any pets or animals?
- Tenant: We have two dogs.
- LL: I'm sorry, this is not a pet-friendly property.
- T: Even for Service Animals?
- LL: Service Animals are not pets, you didn't specify. We are allowed by law to verify that the persons to whom the animals were prescribed are indeed disabled according to ADA Guidelines.
- T: You can't ask for documentation for the Service Animals.
- LL: I didn't ask for documentation for the Service Animals, I said we are allowed to verify that there is a nexus between the prescribed animal and the disability.
- T: Well, if you are the kind of person that doesn't understand that a Service Animal is also a pet and part of the family, then we don't want to rent from you.
- LL: Ok.

### Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email [info@utahevictionlaw.com](mailto: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](http://www.facebook.com/utahevictionlaw)).
- You can also give us a Five Star Google Review (search "Jeremy Shorts Utah Reviews" click on our link).



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

"The entire staff at UTAH EVICTION LAW were very helpful and pleasant to work with..."

~G. S. —Google Review