



Landlord Letter

How Strong is Your Lease Agreement

Whenever we are asked for legal advice, our answer is often “What does your lease say?” It is critical that each landlord use a clear lease that outlines exactly what both sides are obligated to do. Whenever a problem comes up, you should refer to your lease.

But what provisions should you make sure are in your lease? I know we are biased, but we recently released our updated lease agreement ([Click Here](#) and download our Utah Residential Lease Agreement). Our free lease covers nearly any situation that you can find yourself in as a landlord and can help to address common disputes that may arise.

Apart from the obvious provisions (rent, lease

start and end date, etc.), let me highlight a few critical provisions that should be in any lease (the paragraph numbers refer to the paragraphs in our lease):

Default Provisions (§19) – The entire purpose of a contract is to spell out what each side should do, but also to spell out what remedies are available if there is a breach. Are there late fees? Interest? Is an eviction possible? It’s important this is spelled out in a default provision.

Security Deposits (§12) – You should spell out the “before, during and after” provisions of the security deposit. When does it need to be paid? What can it be used for during the lease?

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

And how do you handle deposit refunds after the lease has ended?

Smoking or Animals (§§23-24) – Two common lease violations that we see are related to smoking and animals. Read through our language to see if this would cover the problems you've seen in the past.

Attorney Fees (§33) – Under Utah law you can claim attorney fees if you have either: (1) a statute, or (2) a contract that allows for attorney fees. Most situations aren't covered by statutes, so it's best to make sure your contract has an attorney fees provision.

False Information (§42) – What if your tenants lied on their application to get you to sign a lease with them? It happens, and our

lease covers that.

Integration Clause (§46) – It is common for other discussions to take place after a lease is signed. This provision clearly states that if it's not signed and in writing, then it's not enforceable. Such a provision is critical when we are in front of a judge because it limits the disputes and the agreements to what is listed in the lease.

There are other provisions that are important as well, but these are some of the highlights that you should make sure you are using. But we've already done the heavy lifting for you. Our free fillable form PDF lease is available to download and use for all of your Utah rentals.

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,

My tenant has a medical marijuana card but neighbors are complaining about the smell of marijuana. The tenant says they use a diffuser similar essential oils. Is this legal? What can we do?

The statute for medical marijuana (Utah Code Ann. §58-37-3.9) specifically states that a legally authorized medical marijuana user cannot “smoke or combust cannabis”, but also states that “smoking does not include the vaporization or heating of medical cannabis.” The tenant’s actions may not be illegal, but still possibly could be a nuisance or lease violation if the problem becomes bad enough. A similar example would be if you have a tenant that regularly cooks with really strong spices and those strong scents drift into a neighboring unit regularly.

Cooking with strong spices isn’t illegal, but even legal activity could be a nuisance or a lease violation if it interferes with the quiet enjoyment of other neighbors or roommates.

However, proving an eviction in this situation can be a challenge. You would need to gather as much evidence as possible and document the extent of any problems. If this legal use is such that the vapors are drifting into other units and disturbing their quiet enjoyment of their own property, you may be able to evict.



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.

Courtroom Chronicles

Know When to Fold 'Em



Many people may end up in front of the judge knowing they will lose, but they just “want their day in court.” In a recent court hearing, we were waiting for our case to be called and watched an interesting interaction.

Both sides had presented their case and the judge issued a ruling in favor of the tenant (because the landlord did not serve the correct eviction notices and did not do a good job of proving their case). As the judge was trying to move on to the next case, the tenant (who had prevailed but apparently wanted to defend themselves more) asked “Your Honor, can I say something?”

The judge’s response was interesting when he said “Are you sure?!? I’ve already ruled in your favor so what you say may convince me to do something else.” In other words, “You’ve already won but sure, keep talking and we’ll see if it changes my mind.” The tenant quickly got the hint, thanked the judge, and went silent.

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.
- 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 Utah Reviews” click on our link).



What people are saying about US!!!

“We met Jeremy at an Apartment Association course and started using him slowly at first to do our evictions. He has helped us navigate our company through the pandemic and all of the complications arising from it in a very ethical and fair fashion. ...”

~D. L. —Google Review