



Landlord Letter

July 2021

A Tsunami of Evictions?

The Centers for Disease Control (CDC) eviction moratorium initially began on September 4, 2020 and has been extended several times (to Jan 31, Mar 31, Jun 30, etc.). On June 24, 2021, the CDC extended the eviction moratorium to July 31, 2021, but specifically stated that this extension “is currently intended to be a final 30 day-period, until July 31, 2021” and the “CDC does not plan to extend the Order further.”

What does that mean for landlords? Will the “tsunami of evictions” that the media has been predicting happen? There may be increased eviction filings in certain areas of the country, but we do not think

Utah will play a major part of that.

First, Utah’s economy and unemployment rates are near the top in the country. Utah has also been much faster to distribute rent assistance funds. While some states are still trying to get their rent assistance programs off the ground, Utah has distributed over \$25 MILLION so far this year with more applications being processed and approved every day. These programs have helped thousands of Utah renters avoid eviction and make both sides whole. If you have a renter that is behind on their rent, contact us (send an

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Know Your Notice • Three Day Pay or Quit

Purpose: Assists the landlord in re-taking possession when a tenant has “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.

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 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.

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.

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email to info@utahevictionlaw.com) and we can help process a rent assistance application. The rent relief programs should cover our fee to process the application.

Second, eviction filings in Utah have been substantially below average since the pandemic began. In the three years prior to the pandemic (2017-2019), Utah saw an average of 595 eviction cases being filed each month or 7,137 cases filed per year. Since the pandemic (April 2020 to June 2021), Utah has averaged 338 cases filed per month or 4,055 cases per year (a 43% reduction). Since the pandemic began, Utah has filed 3,852 fewer cases than average. In our estimation, the COVID polices and programs have allowed the large majority of these 3,800 cases to be resolved either through rent assistance or negotiations between the parties.

Finally, our estimation is that it will be nowhere near the 3,800 cases that have been prevented during the pandemic. As a recent example, pay attention to August 2020. The CARES Act had expired in late July 2020 and the first CDC Order was not issued un-

til September 4, 2020. For one month, while the pandemic was still going strong and there were no pandemic related restrictions on evictions, no COVID related restrictions were in place on Utah eviction cases. During August 2020, Utah courts saw 671 eviction cases filed when the three prior years (from 2017 to 2019) averaged 638 eviction cases filed in August. This increase of 33 cases was nowhere near the tsunami that the media had been threatening. To create a tsunami, Utah would need to file the 3,800 eviction cases that were avoided, which simply will not happen.

If you have a tenant that is behind on their rent, make sure they are aware of the resources available to help both of you resolve the problem. Call 211 for community resources, or contact us to help with a rent relief application.

-Attorney Jeremy Shorts



Visit us online at www.utahevictionlaw.com



Dear Attorney,

Q: *My tenant has an assistance animal and wants to use the balcony as a bathroom for the dog because the stairs can be slick during the winter. What can I do?*

A: *You'll want to be really careful here but you can make some changes. You are required to make a "reasonable accommodation" for a valid assistance animal. Allowing the animal to use the balcony as a restroom can cause mess or create a nuisance for other neighbors and it's also a health issue.*

In addition, even if it is a valid assistance animal you are permitted to create and enforce reasonable rules that are applicable to ALL animals (not just assistance animals). That can include maintaining control over the animal and cleaning

up after the animal.

Do what you can to remedy the slick stairs (for obvious liability reasons) to enable the animal and other tenants to safely use the stairs. You can use salt or ice melt and maybe add lighting if it's needed.

I agree that using the bathroom on the balcony is not an option, and there are reasonable steps you can take to try to work through this issue. Communicate clearly with your tenant and help them understand and correct the problem.

DO's & DON'Ts of Rent, Ledgers & Cash



DO

- Document each payment (tracking the date, amount, cash/check, and description for each payment).
- Communicate clearly with your tenant about payments and balances.



DON'T

- Accept cash without providing a receipt (documenting EVERY payment is critical).
- Rely on your memory for payments (memory fades and is easily challenged in court).

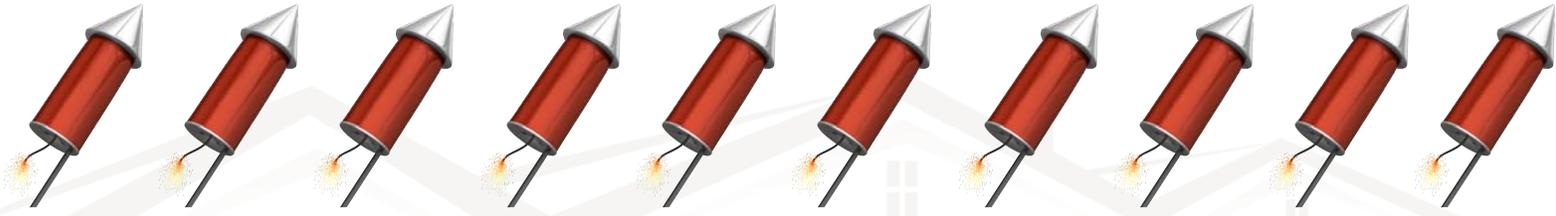
Courtroom Chronicles - Is That Legal?

The free lease on our website started around 30 years ago with Jeremy's dad (who is a real estate broker and property manager here in Utah). Since then it has undergone regular updates. Every time we have a problem we change our lease to make it better. Occasionally, we see something in another lease that peaks our interest.

We recently saw an odd provision in another lease that might be hard to enforce. The lease was only one page (which really doesn't give you much of a chance to cover what needs to be covered). But one sentence

stood out when the landlord wrote in the lease: "I don't want to be bugged by unrealistic stuff."

First, enforcing that might be difficult. But I really wanted to ask the landlord what happened in the past to want to include a prohibition on "unrealistic stuff"!!! When drafting a lease, it's best to stick with clear and unambiguous terms and avoid provisions like this.



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).

