



# Landlord Letter

## COVID Rent Assistance FAQs

Hopefully landlords in Utah have heard about the COVID Emergency Rent Assistance Program (“ERAP”). Let’s talk about some of the frequently asked questions that we receive from clients.

**How much money is available?** The ERAP program began with the U.S. Congress allocating around \$50 billion toward rent relief nationwide. Out of these funds, the State of Utah received approximately \$400 million toward rent relief with millions still left to distribute.

**Who qualifies for ERAP funds?** The two primary requirements are (1) to have a negative financial hardship based on COVID, and (2) the tenant’s income is below Area Median Income (“AMI”) based on the county they live in and their household size. Most tenants will meet

the AMI income requirements, but it is important to check prior to submitting an application.

**How are these funds distributed?** There are two main options: either (1) we can help process the application for you, or (2) apply yourself via [rentrelief.utah.gov](http://rentrelief.utah.gov). For \$150, our office can help process the application and the ERAP program will reimburse the landlord for this fee.

**What will ERAP pay for?** The ERAP program will cover past due amounts for almost all fees owed under the lease (rent, utilities, late fees, etc.), but the program will also cover FUTURE rent. The program considers the “current amount due” as any amount that is due in the next 15 days (so an ERAP application

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

*We have worked with Utah Eviction law for multiple reasons over a period of many years. Their whole team has been knowledgeable, helpful and professional and guided us every step of the way.*

*~Stacey —Google Review*



## DOs & DON'Ts of... Security Deposit

 **DO** — Obtain a security deposit PRIOR to granting occupancy. Allowing that to drag out can cause landlord/tenant relationship issues and accounting problems

 **DO** — Keep detailed records (receipts/invoices/estimates) on any funds used from the deposit in order to have accurate accounting records.

 **DO** — Have terms in your lease agreement that clearly outline how you can handle the security deposit.

 **DON'T** — Use the funds before your tenant has vacated the property (unless necessary). We recommend this to maintain your safety net. If you use funds, require the tenant to replace them.

 **DON'T** — Use the funds for rent (i.e. last month rent). Legally this is fine, but it eliminates your safety net if they damage the property and vacate.

 **DON'T** — Apply the funds to repair normal wear and tear. Landlord is responsible for reasonable wear and tear, the tenant is responsible for damage to the property.

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submitted on the 17<sup>th</sup> of the month can include the next month of rent as current rent). For “future rent”, the program will pay at least one month of future rent on month to month leases, but if the lease remains long-term they will pay three months of future rent.

### **How long will the ERAP funds be available?**

The exact timeline is unknown, but with approximately \$400 million allocated toward rent relief the ERAP program will be in place for quite a while.

**What is needed to proceed with an ERAP application?** We need copies of your file (your lease, a ledger showing the balance, etc.) and anything that helps to show the balance of what you are owed, including copies of utility statements. There are other forms that need to be signed and submitted that we can help to process, but since the landlord has a better line of commu-

nication we rely on our clients to help gather signatures and other documents.

In summary, if you have any tenants that are otherwise good tenants but they are either behind on their rent or are struggling to pay rent, they should consider filing an ERAP application. These ERAP funds are NOT loans and do not need to be repaid, providing a direct benefit to both the tenant and the landlord.

-Jeremy M. Shorts



# Dear Attorney,

***I have to go to an eviction hearing for my case, what should I expect?***

Under Utah law, eviction hearings are “evidentiary hearings”, meaning a formal hearing is called with witnesses testifying and exhibits being presented. However, most judges allow the attorneys to “proffer” (or summarize) the testimony for efficiency purposes.

This means that the judge will usually allow the case to begin by having the attorneys summarize and argue the case. If the issues are straight forward and are clear, often no witnesses need to be called and the judge will make a decision.

However, if there is a dispute over what actually happened or the judge has any questions about the case, then a more formal hearing may take place. Hopefully your attorney can take the lead in explaining the case to the judge in a way that doesn’t require testimony, but you should always be prepared to testify if needed.

Each case is different, so you should always talk with your attorney for any unique aspects of your case.



## Know Your Notice

• *Three Day Notice for Criminal Acts* •

**Purpose:** To evict tenants who have committed crimes on the property.

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

*Based on the seriousness of the actions, the tenant may not have an opportunity to cure the problems. They must vacate the property in 3 days or they will be guilty of unlawful detainer.*

*Use this notice if your tenants have committed criminal acts on the property that cause risk of health, sanitation, or damage to your property, other tenants or neighbors.*

*This can become a he said she said battle, so document any criminal acts. Witnesses and/or police reports are critical in proving the grounds for eviction.*

# Courtroom Chronicles

We've heard a lot of crazy reasons as to why the rent was not paid. In one case the tenant was adamant that they were owed \$4,000 from the landlord and even produced receipts showing all of the work they had done to the house. However, it turns out that the tenant made the receipts up themselves!

At the eviction hearing we were able to get the case settled and worked out in the landlord's favor. But after the hearing and the settlement, we learned what was really going on.

Out in the hallway after the hearing, the tenant shockingly and accidentally came clean. The tenant's girlfriend admitted that "I gave him my rent money, but instead of him giving it to the landlord he went off and gambled it away!" A deal's a deal, so we stuck with our stipulation. But it was unusual to experience such brutal honesty in admitting why the rent wasn't paid.



## Utah Apartment Association Trade Show

**Tuesday April 26th, 2022**

**8:00 AM to 5 PM**

Mountain America  
Expo Center  
9575 State Street  
Sandy, UT

[Click Here](#)  
[For Registration](#)

