



Landlord Letter



Five Golden Rules of Security Deposits

Security deposit disputes are a pain in the neck for everyone involved. They often take a lot of time, effort, and money to resolve. Let's talk about the Five Golden Rules to avoid security deposit disputes.

Rule #5 – Follow Your Lease. The judge will use your lease to determine how the deposit is used, applied and replenished. Any charges against the deposit should match to a provision in the lease. If it's not in the lease, leave it off the ledger.

Rule #4 – Papers > Opinions. Think of what the judge will use to decide your case. Papers are always greater than opinions. Do what you

can to document the condition of the property (before they move in and after they move out). In today's digital world, it's easy to take pictures of EVERYTHING. Pictures show clearly what the condition of the property was.

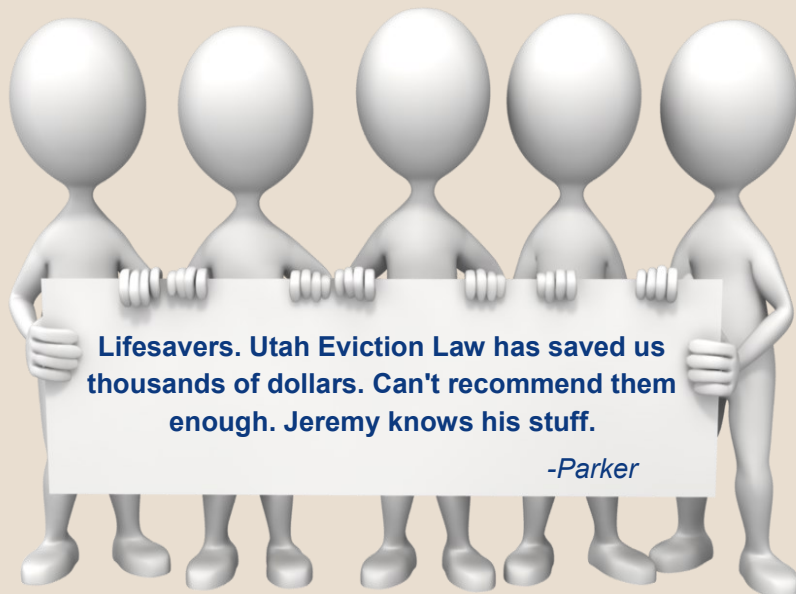
Rule #3 – Apply the deposit, don't keep it. Judges don't mind if the tenant is charged for actual charges for cleaning, repairs, or other amounts owed under the lease. But if a landlord tries to keep the deposit for a minor breach that doesn't have a specific amount tied to it, the court may be skeptical.

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What people are saying about US!!!



Google REVIEWS



Lifesavers. Utah Eviction Law has saved us thousands of dollars. Can't recommend them enough. Jeremy knows his stuff.

-Parker

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Rule #2 – Pre-Move Out Inspections. Many disputes come up because the tenant was surprised when they finally receive the security deposit statement 30-days after they have vacated. Addressing the potential charges early in the process can help to avoid this. Once you learn a tenant is moving out (i.e. the landlord or the tenant has given a 30 day termination notice), consider having a pre-move out inspection during the 30 day period. The purpose of this inspection is to meet with the tenant in the property BEFORE they move out. Walk through the property and review any areas of concern (cleaning, repairs, etc.) and give them a preliminary checklist of what needs to be done. Handling move-outs this way helps to avoid surprises on the tenant's part.

Rule #1 – Be reasonable. Even if you have legal grounds for the charges, sometimes pushing the envelope could force the case into litigation. Even if you're right, is it worth it? Security deposit disputes and small claims cases take a substantial amount of time, effort and money.

Following these Five Golden Rules doesn't mean you'll never have to deal with another security deposit dispute, but it does guarantee to both (1) lower the disputes that come up, and (2) successfully defend any disputes that do come up.



Attorney Jeremy Shorts



DOs & DON'Ts of... Background Checks



✓ Conduct a thorough background check (criminal history and live eviction cases that may have been recently filed).

✓ Get a fully filled out rental application from ALL adult tenants (18+).

✓ Verify employment, contact references, require picture identification.

✗ Rely on instincts alone. A tenant may seem great, but background checks are still a necessity.

✗ Sign a lease without a background check and verifying the information provided on the application.

✗ Skip on the application details. Make sure to get at least their full name, birthday and social security number.

Dear Attorney,

My tenant was arrested and is in jail. They're behind on rent and I suspect that my tenants are using drugs in my property. What should I do?

Unfortunately, a tenant being in jail does not usually allow you to avoid the eviction process. Since being incarcerated is usually a temporary stay and does not usually change their primary residence, an eviction is still usually necessary. You should approach this situation as if the tenant is NOT incarcerated. Begin by serving the appropriate eviction notices and then moving forward with the court process.

In this case, we would recommend serving multiple notices to build a stronger case. Specifically, you could serve these notices (1) pay or quit no-

tice for the balance owed, (2) criminal acts for the suspected drug activity, (3) lease violations for any violations of the lease. As another option, if the lease is on a month to month, you could also consider an end of term notice to require them to leave.

If the notices expired and the tenants have not complied, we can then move forward and file the eviction with the court. You will want to make sure you have sufficient evidence to prove your case. Call us to work through the specifics of your case.



Know Your Notice • Unlawful Business •

Purpose: To evict your tenant for conducting an unlawful business on your property.

Make sure your evidence is strong (witnesses, police reports, activity logs, etc.).

Keep good records of the unlawful business being conducted (i.e. pictures, emails, texts, etc.).

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

This notice does NOT give the tenant an opportunity to cure. The tenant must vacate within 3 days or face an eviction.

Courtroom Chronicles

The COVID-19 pandemic created some unusual situations. One of ours involved a multi-million-dollar house and a tenant that lied to the court to avoid an eviction.

The tenant stopped paying rent, but the eviction moratorium from the CARES Act prohibited us from filing an eviction. After several months we were able to get the case in front of the judge. At the eviction hearing, a settlement was reached and put on the record with the court. But after only one payment, the tenant failed to make additional payments.

Another hearing was held and when the tenant was questioned about the missing payments, the tenant decided to lie by claiming he didn't agree to the payments. Luckily, the judge wasn't convinced by the lies. Not only was the stipulation put on the record, there was a payment made in support of the agreement.

Anytime you're in front of a judge there's a little bit of Las Vegas because you're not 100% sure what the outcome will be, but we're glad this judge remembered the case and ruled in our favor.



Contact us for a Landlord Consultation!

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Parting Thoughts

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