



Landlord Letter

September 2025

Fair Housing – Accommodations and Modifications

The Fair Housing Act (FHA) provides protections to tenants with disabilities, ensuring they have equal opportunity to enjoy housing. Let's talk about the two types of request that landlords will see under the FHA.

Reasonable Accommodations

A reasonable accommodation is a request to change a rule, policy, practice, or service in order to allow the tenant to equally enjoy their housing. Accommodations are NOT usually physical changes to the property, they are requesting flexibility in how rules are applied.

The most common example of a reasonable accommodation request is to allow an assistance animal in a community that has a "no pets" policy. Other examples include reserved parking spaces for a tenant with a mobility issue, adjusting rent

due dates to align with disability benefit payments, etc.

If the landlord is required to grant the accommodation, the request must still be reasonable. Such a request is usually reasonable if the request does not impose an undue financial or administrative burden, and it does not fundamentally alter the nature of the landlord's operations.

Reasonable Modifications

A reasonable modification, on the other hand, involves a physical or structural change to the property so that a tenant with a disability can use and enjoy the housing fully. Unlike accommodations, modifications are about physically altering the property. Common examples would be installing grab bars in a bathroom/shower, adding a ramp at a building entrance, etc.

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DO's & DON'Ts of Hiring an Attorney



DO

- Ask questions to gauge their knowledge about evictions.
- Give them the details of your case to allow them to give detailed advice.



DON'T

- Hire an attorney that is NOT experienced in your case.
- Assume certain information or documents are not important (give them everything).

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If the tenant qualifies for the request and the request is reasonable, the landlord will normally grant the request. Under the FHA, tenants are typically responsible for paying the cost of modifications in private housing and the landlord may require any work to be done safely and professionally, and in some cases request that the unit be restored at move-out. However, if the modification does not impair the property for future tenants, it is common to leave the modification in place after the tenant moves out.

Conclusion

Both types of requests can be necessary to ensure fair housing and prevent discrimination claims. By responding promptly and appropriately to these requests, housing providers protect their residents' rights, as well as themselves from costly legal disputes.

Attorney Jeremy Shorts



Know Your Notice

•No Cause—Lease Termination•

Purpose: Used to terminate your lease at the end of the initial term or during a month to month tenancy.

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

Even if both the landlord and tenant have verbally stated a termination date, it is best practice to follow up with a written no cause notice.

You normally can't terminate a lease in the middle of a month. If a 15 day notice is given March 20, the lease would terminate April 30.

Unless your lease requires more or less time, Utah law only requires 15 days notice to terminate a lease (but most written leases require 30 days notice).



Dear Attorney,

There was a flood in our unit that left the property uninhabitable. My tenant is refusing to leave or demanding I pay to rehouse the tenant among other demands. What do I do?

If there is substantial damage that was caused by the tenant, you can give an eviction notice for committing waste. If they do not vacate within three days after the notice, you may be able to seek an eviction to have the tenant removed.

You will want to document the damage that was caused by the tenant, typically by photos or videos. If the tenant is going to refute that they caused the damage, you may need witnesses and/or a professional from the remediation company to testify about the cause of the damage.

If the damage was not caused by the tenant, you will need to read through your lease to see if it gives any guidance on how to handle this situation. It is rare that the landlord is responsible to pay rehousing or moving costs.

Having said that, it's usually best to sit down with the tenant and work out a fair resolution. When dealing with habitability issues, it's often not a comfortable situation for either side. Having a reasonable discussion can lead to a solution that both sides can accept.



Courtroom Chronicles

What's Worse—Cats or Meth

It can be really frustrating to see tenants violate the lease and not take care of the property. When you see violations or damage occurring, you can feel trapped.

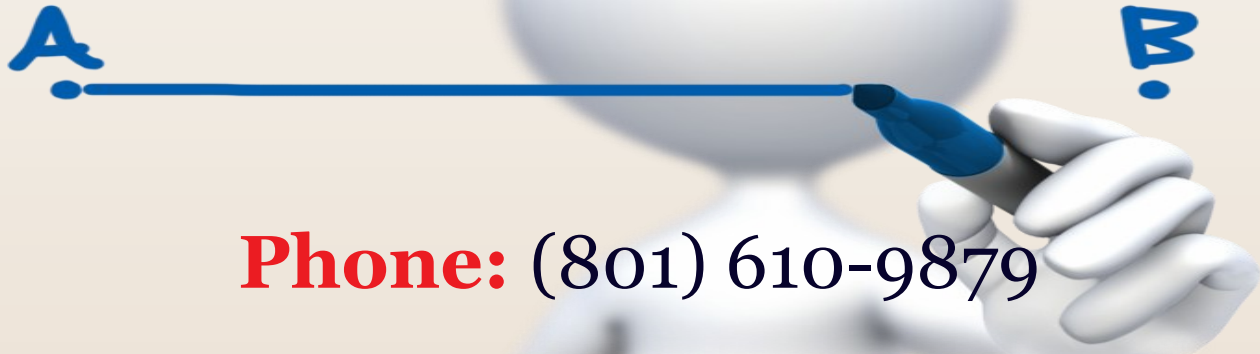
We recently had a case where the tenant violated the lease by bringing cats into the property. The cats were urinating and defecating throughout their house to mark their territory. There were claw marks everywhere as well. The landlord tried working with the tenants to no avail, so they decided to hire us.

During our initial consultation with the landlord, he was so frustrated with the dam-

age to his property that he blurted out “Cats are worse than meth!” We chuckled a little bit, but then he showed us the pictures. They were terrible! Damage and filth throughout the house that was so bad, any judge in the state would have granted eviction. After seeing what he was dealing with, we had to agree with him. Sometimes, cats can be worse than meth!



Let us help you connect the eviction dots.



Phone: (801) 610-9879

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Calendar of Events



- September 1 — Labor Day
- September 11 — Patriot Day
- September 22—Fall begins!



***Evictions in
Weeks, Not
Months!***

Parting Thoughts

- 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 Reviews” and click on our Google Plus link).

