



Landlord Letter

November 2025

Nuisance Evictions in Utah

In Utah, most evictions are based on non-payment of rent or an end of term notice (to terminate a month to month lease). But if a tenant is causing other problems and driving the neighbors nuts, what options do you have?

Under Utah law, a landlord can proceed with an eviction if the tenant has created or is maintaining a nuisance. A nuisance is more than just being an annoying neighbor. It is typically conduct that substantially interferes with another person's quiet enjoyment of their own property. It can also be behavior that threatens health, safety, or peace in the community. The short definition of a nuisance is that they are being a pain in the neck to the point that others around them cannot quietly enjoy their own property.

Obvious examples include using or dealing drugs from the property, multiple and loud parties, or ille-

gal activity. A nuisance is usually more than a one-time inconvenience. The tenant's behavior must interfere with the quiet enjoyment of neighbors.

Also, there are some actions that might constitute multiple grounds for eviction. For example, a tenant that smokes within a unit might be violating the lease agreement. However, if the smoke also drifts into a neighboring unit, they may have also created a nuisance. In this situation, we commonly recommend that you serve BOTH eviction notices (nuisance AND a 3 day comply or vacate for lease violations).

Proving a nuisance in court can be tricky because nuisance claims can easily become a "he said, she said" dispute. As the landlord, you bear the burden of proof to establish that a nuisance has occurred. Anything you can do to prove your case will be help-

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~Heather. —Google Review

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ful (especially pictures, video, or multiple witness statements).

It can help greatly if you are able to show a pattern of behavior that interferes with others' rights or violates the lease. Vague statements like "the tenant is loud" are often not persuasive to a judge. But if the landlord and witnesses have a log of nuisance behavior (including dates, times, detailed description, picture and video), you can build a much stronger case.

When handled properly and backed by supporting evidence, nuisance evictions can be successful. It's important to make sure you have clear and strong evidence before you make it in front of the judge.

-Attorney Jeremy Shorts



DOs & DON'Ts of Inspections



Communicate with your tenants and give them 24 hours notice.



Take pictures anytime you see something you are concerned about.



Show up unannounced.



Over-inspect – Your tenant is entitled to quiet enjoyment of the property.

Know Your Notice

• Five Day Tenant At Will Notice •

Purpose: Give a squatter notice that they don't have a lease and must leave.

A Tenant at Will Notice gives the tenant five calendar days to vacate the property.



Even without a written lease, a tenant might not be a tenant at will if the landlord has accepted rent or agreed to terms for them to live there.

The only option for a tenant to comply with a Tenant at Will Notice is to vacate the property. There is no other cure.

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

Dear Attorney,

My tenant moved out and I'm still waiting on repairs before I finalize the deposit closing statement. My tenant just gave me a 5-day demand letter to return the deposit. What do I do if I'm not done with repairs?

Utah law requires landlords to provide tenants with a written deposit disposition statement within 30 days after move-out. This statement must "itemize and explain" how the deposit is applied (for unpaid rent, cleaning, or damages) and include any refund balance.

If the tenant does not receive their deposit closing statement within 30 days, Utah law permits them to serve you with a 5-day demand letter to account for the security deposit. This grants you a final 5-day window in order to provide them with the deposit statement that itemizes and explains any charges against the deposit. Failure to comply could expose you to penalties, including the return of the full deposit, a \$100 civil penalty, and possibly attorney fees and costs.

The safest approach is to meet the deadline with accurate estimates and reserve the right to update once final bills arrive. Timely compliance protects you while ensuring transparency with your tenant. If you receive the 5-day demand letter from your tenant, you should ensure that you send out what you have at that point.

You should provide a timely and good-faith report of charges. It is best to have the repairs and charges finalized, but even if the work is still pending, you can document the anticipated costs, include copies of invoices or contractor estimates, and issue the statement. If the repairs ultimately cost more or less than estimated, you may need to adjust the balances owed later with proper documentation.



Courtroom Chronicles – Tenants Helping Tenants

One of our clients had a duplex and needed to evict both tenants at the same time. We didn't know it up front, but the tenants were planning an ambush. They decided to conspire together in order to work against the landlord.

In the first case, we had an eviction hearing in front of the judge and were able to get an eviction order. The second case had their eviction hearing coming up the following week.

At the second eviction hearing, the judge encouraged us to mediate the case to see if we could get the case resolved. We were negotiating an extension that would give the tenant some additional time to vacate the property. About half-

way through the mediation, the first tenant (that we had evicted the week prior) popped on and began to argue the case for the other tenants. The mediation stopped abruptly and we suggested we should just let the judge hear the case.

After the judge heard the case and agreed with us, the judge issued an eviction order that required them to vacate much earlier than we had offered in mediation. The tenants weren't happy about that, but they really weren't happy with the bad legal advice that they received from their neighbor who was just evicted.

The lesson – Be careful who represents you in court. At least make sure they're an attorney!

Parting Thoughts

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- 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 link).

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