



Landlord Letter

Featured Article – Dreaded “Black Mold”

We get questions about mold regularly. It’s important to understand your duties and obligations, but also your options for handling mold issues. You will also want to review the “Dear Attorney” letter later in this newsletter, because the Utah Fit Premises Act also comes into play if the tenant is claiming habitability issues related to mold.

Now let’s address the mold issue. There are several different types of mold. Some mold spores are harmless, while others are extremely toxic and dangerous. When mold comes up, it is common for the tenant to claim that they found “black mold,” but finding mold doesn’t automatically mean there are major health issues with the property.

There is a BIG difference between “black mold” and “mold that is black.” There is no reliable way to visually distinguish and evaluate whether you have black mold (that is toxic) or mold that is black in color (that may not be toxic, but black in color). The color of the mold does not mean you always have toxic mold. If there are concerns, you should have the house tested to be sure.

When a mold test is completed, they often compare what they find inside the home to the mold spores outside the home. Mold exists virtually everywhere in our environment. An experienced mold tester will also test the air outside of your property to get a baseline mold test of the mold spores in

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What people are saying about US!!!



They did an excellent job of settling my collection. It took time, persistence, and keeping track of details. They worked with me and gave me options at all points. Justice is often slow but they made it work.

~Robert –Google Review

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your area. They then compare that to the mold they find inside your house to have a comparison.

Mold reports can be difficult to read. Often times the mold report lists the scientific names of each mold as well as their levels found in the testing areas. You need to know (1) whether any of the mold spores that were found are toxic, and (2) what are the levels of those toxic mold spores? You should ask questions of the company that did the mold test to ensure you understand what the report states.

If the mold is toxic, follow the recommendation of a remediation company to ensure the safety of the tenant and yourself, but also to protect your property. If the mold is harmless, you should still follow any instructions from the remediation company, but have the mold

cleaned. Either way, you should take reasonable steps to avoid the mold to return.

When in doubt, contact an attorney to discuss your specific situation.

-Jeremy M. Shorts



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.



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.

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



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.

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



DON'T – Apply the funds to repair reasonable wear and tear. Landlords are responsible for reasonable wear and tear, tenants are responsible for damage.

Terrible Tenants

Welcome to a new feature that we're adding to our newsletter – "Terrible Tenants." We'll occasionally tell you (or show you) about some of the terrible tenants that we deal with in our cases. This month we're talking about what a single animal can do to a property if not cared for. Of course, the lease prohibited animals!



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.

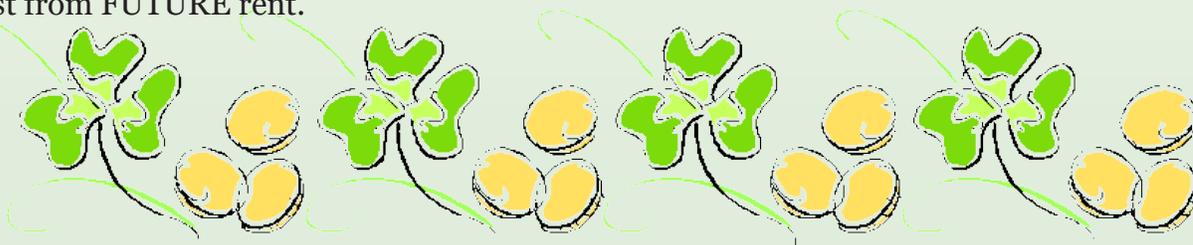
This can become a he said she said battle, so document any criminal acts. Witnesses and/or police reports are critical in proving the grounds for eviction.

Dear Attorney,

My tenant claims they don't have to pay rent because they claim I'm not making repairs. What should I do?

First, a tenant cannot withhold rent until they have complied with the requirements of the Utah Fit Premises Act. In short, the tenant has to be current on their lease obligations (including payment of rent), then they can give the landlord a notice of deficient conditions that outlines the problems that need to be addressed. If the landlord fails to address the problems timely, then the tenant may be able to either terminate the lease or repair the problem and deduct the cost from FUTURE rent.

Having said that, it's best to promptly take action to try to repair and maintain your property, regardless of whether the tenant is late on rent. We recommend that you communicate clearly to the tenant to help them understand (1) Utah law does not allow a tenant to withhold rent unless certain conditions are met, and (2) you will continue to work through the repairs no matter whether the rent is late or not.



Rental Housing Association of Utah Trade Show



Wednesday, April 15, 2026

8:00 AM to 4:00 PM

Mountain America
Expo Center
9575 S. State Street
Sandy, Utah