



Landlord Letter

Five Golden Rules to Avoid Deposit Disputes

The biggest risks you have as a landlord is when the tenant moves in to your property, or when they move out of your property. You should take reasonable steps to protect yourself as the lease begins or ends. Let me give you Five Golden Rules to avoid deposit disputes.

Rule #5 – Follow the Law and Your Lease.

Utah law requires you to provide a written notice that “itemizes and explains” the reason for each charge against the deposit, and this written report must be provided within thirty days after the tenant “vacates and returns possession of a rental property to the owner.” (See Utah Code Ann. §57-17-03(2)). The law states you can apply the deposit to the following items: (1) rent, (2) damages beyond reasonable wear and tear, (3) cleaning charges, and (4) “other costs and fees provided for in the contract.” This shows how important it is to have a strong, written lease that outlines what the tenant is responsible for.

Rule #4 – Papers > Opinions

Papers (pictures, invoices, receipts, etc.) Assume that every case will end up in court, so make sure everything is documented (with pictures, invoices, receipts, etc.). Anything you can do to document the condition of the property will help significantly if this case ends up in court.

Rule #3 – Apply the Deposit (Don’t keep it)

When charging fees against the deposit, the landlord should NOT just keep the deposit because of a technical breach of the lease or house rules. You should only keep the deposit if you can point to a specific charge or you have a receipt that shows what you were harmed or what was owed. You should only keep the deposit if you have a receipt or clear explanation that explains what the tenant’s breach of the lease cost you.

Rule #2 – Pre-Move Out Inspections

While this is NOT required by state law, but if you know that your tenant is going to be moving out, it may be a good idea to conduct an inspection to discuss the condition of the property with them before they move out. It provides you an opportunity to communicate with the tenant about what they need to do to get their deposit back, including you stating what you do NOT want them to do. Having an idea of what they need to do will help them plan their move out, and hopefully leave the property in better condition when they move out.

Rule #1 – Be Reasonable

If a charge is in the grey area, considering not charging it. If being flexible with a tenant

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means that you stay out of court on a deposit lawsuit, it is worth considering sending more of the deposit back.

Finishing Up – We can't guarantee that following these rules always will avoid all deposit disputes. But, following these rules will help in

two significant areas; (1) You will see fewer disputes, and (2) If any disputes result in any lawsuit, you will have a stronger defense to their claims.

Attorney Jeremy Shorts

hello
JUNE

Know Your Notice

•Nuisance•

Purpose: Used to terminate your lease based on your tenant's actions that constitute a nuisance.

Use this notice when your tenant is interfering with someone else's comfortable and quiet enjoyment of their life or property.

A nuisance can be anything that injures someone's health, is indecent, or is offensive.

*Some typical types of nuisance:
Disturbing neighbors, late and loud parties, smoking, gambling, prostitution, buying/manufacturing/selling drugs.*

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,

I just let my tenant know that I am selling the property. The tenant is saying I cannot sell my own property unless I give a 60-day notice to the tenant. Is that right?



In short – No, the tenant is wrong here unless there is some restriction listed in the lease agreement (which would be very unusual). There’s nothing in Utah law that would prohibit a landlord from selling a rental property that is occupied by a tenant. There is no notice required to give the tenant, and a tenant would not be able to prohibit a sale even if they weren’t given notice of the sale.

Also, in general, the sale of the property usually does not terminate or alter the lease with the tenant. The buyer takes the property “subject to” the lease, meaning they step

into the seller’s shoes and act as the landlord for the tenant. After closing, rents would be paid to the buyer and the buyer would address repairs or other obligations under the lease.

However, some leases may have a “Sale or Transfer” section that may permit the owner to terminate the lease if the property is being sold. Any rights along these lines are not based on Utah statutes and would have to be listed in the lease agreement.

QUIRKY THINGS LAW

- ✓ Require the initial payment (rent & deposit) to be paid via certified mail, online, or in person.
- ✓ Make sure your lease outlines the terms of the deposit (when it’s paid, what it can be used for, and what portion is non-refundable) and don’t allow the deposit to be used for rent.
- ✓ Check your lease, but if the deposit has NOT been paid and is past due, consider applying the next rent payment towards the deposit which leaves a balance still owing. Serve a three day pay or quit if needed.
- ✓ Do not assume the tenant will not ask for the deposit back after they have left. Ensure you detail how the deposit was applied and properly notify the tenant of the deposit disposition.

Terrible Tenants

We had a case where the tenants turned in keys to our office during the eviction process. When the client was able to go inspect the property, it was obvious that the tenant hadn't really moved out, and left A LOT of items

behind for the landlord to deal with.

This type of filth and damage rarely happens overnight. Regular inspections will help to avoid hoarding and damages from becoming a major problem.



Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email info@utahevictionlaw.com.
- Have an eviction question? Email it to 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 Google for "Utah Eviction Law").

★★★★★
Google
REVIEWS

What people are saying about US!!!

"Utah Eviction Law has been amazing to work with! I personally worked with David and he was super professional and took the time to help me with all my questions! ..."

~Ellie —Google Review