



Landlord Letter

July 2026

Get It In Writing!!!



A common phrase we repeat is “If it’s not in writing, it’s not enforceable!” While it’s not completely accurate (i.e., verbal agreements may still be valid), it’s certainly good advice to follow.

Utah law (including the Statute of Frauds) requires certain contracts to be in writing in order to be enforceable. Specifically, contracts related to real estate transactions should be in writing, as well as contracts that extend beyond one year (including leases). This means that parties may have an oral lease, if the lease is less than one year, that is still enforceable even if they’re not in writing.

What’s the difference between a written lease and an oral lease? First, an oral lease is NOT going to cover as many topics, and it will be MUCH more difficult to prove in court. Unless both sides view the contract the exact same, there can be major challenges in proving what was agreed to

in an oral agreement. It’s also common for an oral agreement to NOT cover very many topics.

To prove what an oral agreement was, the parties will likely need to be called as witnesses to testify about what the terms of the agreement are. If there’s a disagreement about any specific terms, the judge has a difficult job of deciding who is right and who is wrong.

With a written contract or lease, it’s much easier to prove what was agreed to – Just hand a copy of the lease to the judge. Not only is it in black and white, but it will also cover much more than an oral agreement would. For example, our free lease agreement on our website has been downloaded and used thousands of times, and it’s been upheld in court hundreds (if not thousands) of times. That lease will cover many more situations than you could think of. Don’t risk it and miss

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Know Your Notice Pay or Quit

Purpose: Assists the landlord in re-taking possession when a tenant has “rent or other amounts due”.

Landlords are NOT required to accept a partial payment, but if partial payment is accepted, the pay or quit is cancelled. The landlord must serve a new notice showing the new balance.

*The three days stated in the notice are **business** days — excluding weekends and holidays. Do not count the day it was served. Day #1 begins the following day (For example — if served on Wednesday, the 3 days are Thursday, Friday & Monday).*

A landlord cannot modify the pay or quit to become a “pay AND quit” or a “notice to quit”. It MUST allow the tenant to either pay OR quit in order to comply with the eviction notice statutes.

A Pay or Quit requires the tenant to do just that: (1) pay entire balance owed, or (2) vacate within three days. Those are the only two ways for a tenant to comply with this notice and avoid an eviction.

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something by not having a detailed, written contract.

Similarly, some judges are allowing oral agreements to be enforceable in terms of agreeing to an extension to pay rent, or to perform other tasks related to your rental property. It's ALWAYS best to avoid allowing verbal agreements to govern your lease. Even if you find yourself in a situation where a verbal discussion may have ended in a verbal agreement, you can always take steps to document what happened.

We prefer to have any lease modifications or other terms in writing and signed by all parties. However, even if an extension or payment plan isn't necessarily in writing and signed, you can

still document what was agreed to. For example, if you end up having a surprise or impromptu discussion with a tenant that ended in an oral agreement that's contrary to your written lease, you could either (1) present the tenant with a written addendum to the lease to memorialize your agreement, or (2) you could even send an email or text to the tenant that outlines what was agreed to.

It gives the tenant an opportunity to request clarification or even reject what you've proposed. But if they don't respond or don't object, it helps to show exactly what was agreed to, which may come in hand if you end up in court.

-Attorney Jeremy Shorts



2026 Property Managers Conferences

We're excited to announce our
2026 Property Managers Conference!



Sandy
Friday, September 11
230 W Towne Ridge Pkwy
(Realtor's Building)



Clients with Annual Memberships can register early!

Visit our website - www.utahevicitionlaw.com/Conference
or [Click Here](#) to Register

Dear Attorney,



Q: *One of my tenants is deaf. What are my legal obligations to communicate with them? Do I have to provide translation as the landlord?*

A: The answer, like most legal questions, is “It Depends.” Most landlords are not required to provide interpretation for other languages (including ASL). However, if your property receives federal financial assistance from HUD, then you may have to depending on four factors (these four factors are directly from HUD):

- Number or proportion of “Limited English Proficient” (LEP) persons served or encountered in the eligible service population;
- Frequency with which LEP persons come into contact with the program;
- Nature and importance of the program, activity, or service provided by the program; and
- Resources available to the recipient and costs to the recipient

If you only have one ASL tenant that doesn’t require a lot of interaction and you have limited resources to assist with translation, then you probably don’t have an obligation to provide translation.

However, it’s usually best to be as helpful as you can and try to communicate in whatever way is helpful and effective for the tenant. Many times, people can rely on other options to communicate effectively (including read lips or sending text/emails). If the tenant makes a reasonable accommodation request to provide interpretation, do what you can to accommodate communication in a meaningful way.



DOs & DON'Ts of Rent, Ledgers & Cash



DO

- Document each payment (tracking the date, amount, cash/check, and description for each payment).
- Communicate clearly with your tenant about payments and balances.



DON'T

- Accept cash without providing a receipt (documenting EVERY payment is critical).
- Rely on your memory for payments (memory fades and is easily challenged in court).

Courtroom Chronicles – Conflicts & Interests

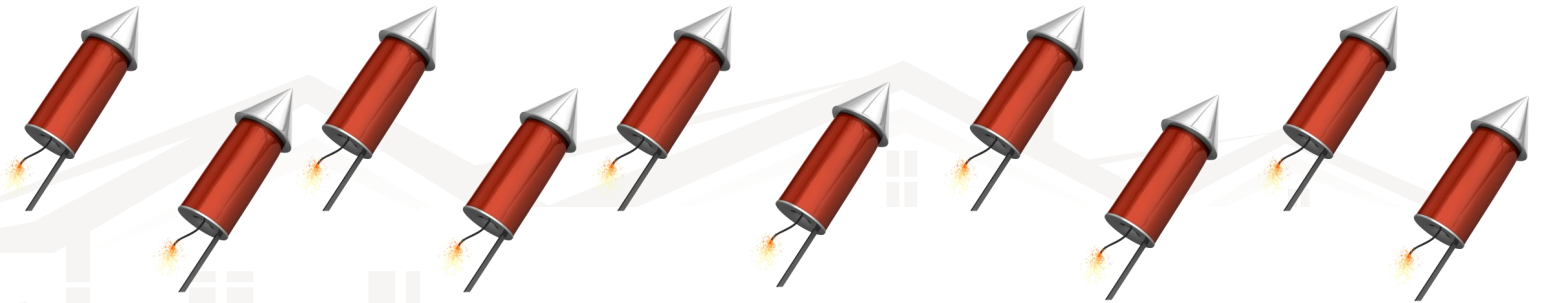
Attorneys and judges go out of their way to avoid conflicts of interest. It's an ethics thing.

We recently had an eviction hearing with a repeat offender – We have evicted this tenant multiple times in the past, including just a few months before this case started. When we have repeat offenders like this, I often want to let the judge know. But, it's usually irrelevant. Even if they've been evicted 99 times in the past, you still have to prove your case the 100th time.

In this case, the tenant actually helped us out! In the middle of the hearing, the tenant said, "Your

honor, I think Jeremy Shorts has a conflict of interest in this case." Most of the time that might make me nervous. But as soon as he said that, I knew what was coming next... "He just evicted us third months ago!"

We, of course, were ready and willing to waive any potential conflict of interest, but the judge pointed out that's actually not a conflict. The best part about this objection was the tenant let the judge know they've been evicted in the past, and we didn't even have to say anything! The case continued and, of course, we won!



**Evictions in
Weeks, Not**

Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email at info@utahevictionlaw.com.
- 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 Google Reviews" and click on our Google Plus link).

Calendar of Events

• July 4 — Independence Day

• July 24 — Pioneer Day

