



Landlord Letter

Free Forms & Notices — www.utahevictionlaw.com
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Utah's Laws — Security Deposits (Part 1)

Utah's law concerning Security Deposits has recently changed, and it's important for landlords to know what is required of them. In this first part, we will focus on a review of the general laws about security deposits that have NOT changed (See generally Utah Code Ann § 57-17-1 through 5).

First, if any portion of the deposit is "Non-Refundable," it must be included in the written agreement between the parties. If the landlord intends to retain any portion of the security deposit, the landlord MUST provide the tenant with a written itemized statement showing each charge applied against the deposit. It is important to maintain detailed re-



ords in terms of what charges are levied against a security deposit. Keep receipts and logs showing each charge against the deposit. If the tenant were to file a claim concerning their deposit, your records are what we will have to rely on in court.

Typically deposits are NOT addressed until **AFTER** the tenant has vacated the property. It is a common request from a problem tenant to have the landlord apply the deposit to amounts owed (rent, damages, etc.) before they leave. Doing so removes the safety net that a landlord is given. Our strong recommendation, as long as your lease allows, is to keep

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Evictions in Weeks, Not Months!

Landlord Laughs — Texts & Auto-Signatures

One of the interesting things about the evictions we handle is the variety of personalities of the tenants we deal with. A few years ago we were evicting a tenant that was horribly late on their rent. We filed the case and served the tenant with the summons and complaint. In negotiating the case we began to exchange text messages with the tenant. Every text message that the tenant sent to us ended with the exact same auto-signature declaring that the tenant was "Crazy ~n~ Happy".

It had been several months since the tenant had paid rent, which might have impacted why the ten-



ant was so happy (I'd be happy too if I didn't have to pay my bills for a few months). After both sides presented their case to the court the judge issued an eviction order in the landlord's favor, forcing the tenant to move within a few days.

It wasn't long after the hearing that the tenant's attitude had changed. She realized that it was time to go and began the time consuming task of moving. It was about this time that the tenant also changed her auto-signature so that all of her text messages ended with "Life's a B!&#%".

DOs & DON'Ts of... Abandonment



DO

- If the tenant abandoned, DO use the written "Declaration of Abandonment."
- DO document the most recent contacts with the tenant.
- DO get the property re-rented ASAP to mitigate your damages and limit lost rent.



DON'T

- DON'T attempt abandonment if you have any doubts about the tenant abandoning. Abandonment is where the landlord changes the locks, an eviction ends with the judge authorizing the lock change.
- DON'T hesitate to call us if you have any questions.

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the deposit in place until they have vacated the property. Once they have left, the landlord can then assess any damages to the property and apply the deposit to the amounts owed.

We commonly receive questions about what can be charged against a deposit. The most common item is damage to the property for repairs or cleaning (the landlord is responsible for "normal wear and tear", while the tenant is responsible for anything above normal wear and tear). However, the landlord may retain the deposit to cover other amounts owed as well (rent, late fees, etc.). The key factor here is to make sure your lease (or Utah law) allows for the

charge. The landlord cannot charge fees that are not specifically laid out in the lease or allowed by Utah law.

Finally, deposit laws have not changed concerning companion or service animals. A companion animal is considered an extension of the tenant and a landlord cannot charge additional fees (including an increased security deposit) for a companion animal.

The changes to security deposit laws provide additional protections to landlords. Specifically, a tenant cannot claim any penalties against a landlord unless the tenant first provides a written notice entitled "Notice to Provide Deposit Disposition." The October issue will go into more detail in terms of these changes.

Jeremy Shorts

Have a question for
our attorneys?

Contact us for a **FREE**
15 minute Landlord
Consultation!

Email: info@utahevictionlaw.com

Phone: (801) 610-9879



Dear Attorney,



Q:

My tenant filed bankruptcy which was approved a few months ago but they are still living in the property. Now they are late on rent. What should I do?

A:

When a tenant files for bankruptcy, you need to be careful when moving forward with an eviction. If they have received a discharge and you are included as a creditor, most likely the original lease you had with the tenant is terminated.

However, if they remain in the property and continue to pay rent after the discharge, they likely have entered into a new agreement with you and are obligated to pay rent. If they have failed to pay rent, you can still provide them with a 3 day Notice to Pay or Quit. In

addition, because the lease is most likely considered to be terminated, you can provide them with a No Cause Notice to Vacate the property at the end of the next rental period. We commonly recommend serving all applicable notices (in this case the Three Day Pay or Quit and the No Cause Lease Termination). That way you have covered yourself in multiple ways if we have to proceed with eviction.

Keep in mind, if the tenant has filed for bankruptcy and the bankruptcy case is still pending, you should consult an attorney before you proceed with any legal action against the tenant.



Know Your Notice

•Unlawful Business•

Purpose: To evict your tenant for conducting an unlawful business on the property

Make sure your evidence is strong (witnesses, police reports, activity logs, etc.).



Keep good records of the unlawful business being conducting (i.e. pictures, emails, texts, etc.)

This notice does NOT give the tenant an opportunity to cure. The tenant must vacate within 3 days or face an eviction.

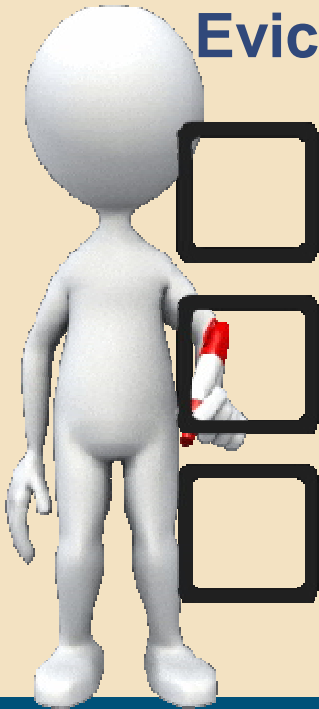
Like other eviction notices, it must be served in person, posted or sent via certified mail. It cannot be given verbally, texted or emailed.



"Autumn, the year's last loveliest smile."

~William Cullen Bryant

Three Easy Way to Ensure We Process Your Eviction Filing Quickly and Efficiently.



Fill in every piece of information on the Client Agreement we provide you.

Attach anything you have in your file for the tenant (rents ledgers, receipts, rental applications etc) .

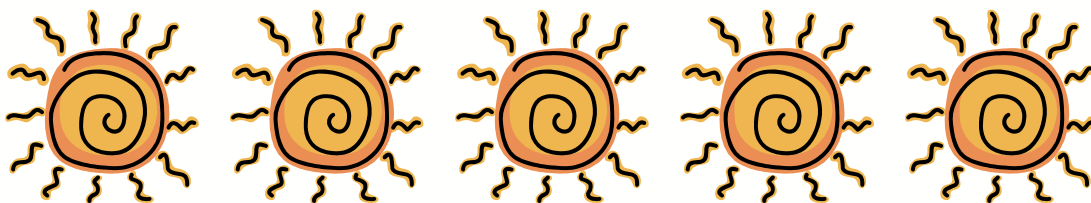
*****At a minimum we need the eviction notice and lease agreement.**

Fax the Client Agreement and your file to (801) 494-2058. Verify you have a fax confirmation or call us at 801-610-9879 to make sure we have your documentation.

Calendar of Events



- September 1 — Labor Day
- September 11 — Patriot Day
- September 23 — UAA's Ogden Membership Meeting
- September 24 — UAA's Orem Membership Meeting
- September 25 — UAA's SLC Membership Meeting



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Parting Thoughts

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- 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 "Utah Eviction Law Reviews" and click on our link).

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