



Landlord Letter

Free Forms & Notices — www.utahevictionlaw.com
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Fair Housing Laws & Assistance Animals

We receive several calls from landlords who report that their lease clearly states no pets, but the tenant claims to have an assistance animal. As an initial point, we always tell clients that even if your lease clearly states that the tenant cannot have any pets, this provision does not impact the tenant's right to have an assistance animal. Failing to allow an assistance animal may create a discrimination lawsuit against the landlord. Landlords need to be aware of fair housing issues and how it changes their interactions with their tenants.

“Failing to allow an assistance animal may create a discrimination lawsuit...”

In summary, the law would protect the tenant and allow them to have an assistance animal so long as (1) the tenant has a disability, (2) the tenant has a need related to the disability, and (3) the animal satisfies the tenant's need created by the disability.

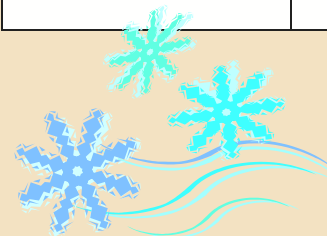
One of the most obvious types of assistance animals is a seeing eye dog for a blind person. Blindness is the disability that impacts the tenant's ability to function equally in society, and the seeing eye dog provides the tenant with the assistance necessary to function in society.

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Evictions in Weeks, Not Months!

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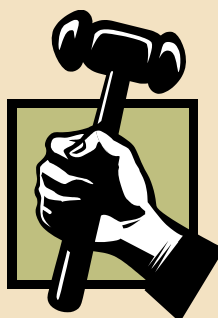
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Courtroom Chronicles

We recently attended an eviction hearing for a client where the tenant first claimed that the landlord had failed to maintain the property so that the place was basically unlivable. Since the tenant was complaining about the landlord and the property, we usually have a good opportunity to discuss a move out date for an eviction order.

But then the tenant refused to leave. We tried every angle to get them to agree to leave but they wouldn't cooperate at all, so we were forced to involve the judge.



When we got in front of the judge, we luckily didn't have to say much. The judge began by telling the tenant that he had read their complaints about the landlord and simply asked when they could move. When the tenant also refused, the judge said "Well, that doesn't make much sense to me. Your answer complains about the property and complains about the landlord, but now you're wanting to stay?" When the tenant didn't have a good answer to the judge's question, he quickly gave us the three day eviction order we asked for.

(Continued from page 1)

But what if the assistance provided by the animal is not related to an obvious disability that's easily observed? Or maybe the animal is not specifically trained to assist with a disability (a family cat, or two, or three)? While the same three factors must be addressed, it is often more difficult to assess these factors where the disability and/or need are not as obvious as a seeing eye dog for a blind tenant.

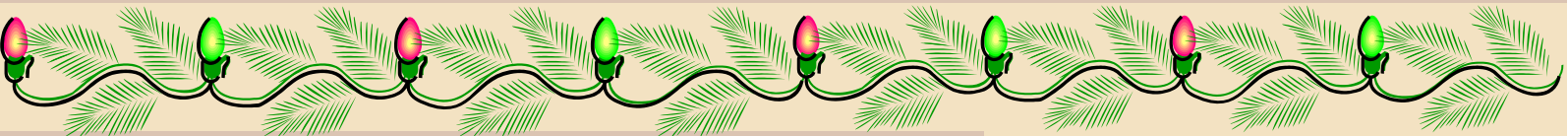
Once these three elements are shown, the landlord may be limited in what they are able to challenge in terms of whether the assistance animal is permitted. It is often more reasonable to simply allow the assistance animal because (1) challenging the tenant can be difficult and costly, and (2) such a challenge may give rise to a potential discrimination claim from the tenant.



Once the tenant proves they are entitled to an assistance animal in the property, the landlord is then required to make "reasonable accommodations" which typically includes allowing the animal, even if your lease forbids pets.

Keep in mind that an assistance animal is NOT a pet. If a tenant has a pet, Utah law allows the landlord to charge a pet deposit and increased rent. Since an assistance animal is not a pet, the landlord cannot charge any additional fees related to an assistance animal. The assistance animal is basically considered an extension of the tenant that balances out the challenges created by the disability.

However, having an assistance animal does not give the tenant free reign to avoid an eviction. The tenant must still pay rent and otherwise comply with the lease. They may still be subject to a potential eviction lawsuit if their assistance animal causes damage to the property or creates a nuisance.



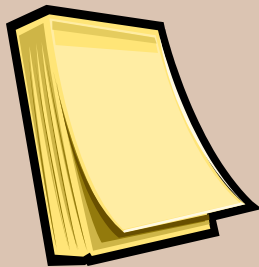
Know Your Notice

• Five Day Tenant At Will Notice •

Purpose: Give a squatter notice 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 given verbal permission for the tenant 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.

Evictions in Weeks, Not Months!

Free 15 minute Consultation!

(801)-610-9879

We can help!



Dear Attorney,

Q:

What if my tenant files for bankruptcy after the court signed an eviction order?

A:

It doesn't happen often, but occasionally a tenant who has received an eviction order signed by the court will attempt to delay the eviction by filing for bankruptcy after the eviction order has been entered.

and an eviction order for residential property is one of them. However, if the tenant files for bankruptcy before the court signs the eviction order, you will need to work through the bankruptcy court before you can proceed with the eviction.

If this happens with a residential eviction, the filing of the bankruptcy after the order has been entered will not stop or even delay the eviction. The automatic stay associated with filing bankruptcy has some exceptions,

Keep in mind, this exception applies only to residential evictions. If you are dealing with a commercial eviction, the automatic stay will apply even if the tenant filed for bankruptcy after the eviction order was entered by the court.

DOs & DON'Ts of... Serving a Eviction Notice



DO

- DO use the "Knock, Post & Picture" technique.
- Do Knock first, if they answer then personally serve them with the notice.
- If they don't answer, DO post the notice in a conspicuous place on the property and take a picture with your cell phone.



DON'T

- DON'T serve an eviction notice via text.
- DON'T serve any notice via email or regular mail.
- You can notify them via text or email as a courtesy, but that is not proper service of a notice.

Maybe Christmas, the Grinch thought, doesn't come from a store.

~Dr. Seuss





Mandy and her family



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Mandy Howell

Meet the Team: *Mandy Howell*

- Attending Utah Valley University seeking a Bachelors Degree in Legal Studies.
- Loves spending her free time with her husband and two kids.
- Enjoys baking, reading, and taking her family on adventures.

Welcome to the team Mandy!
We are so happy to have you!



Calendar of Events



- December 7 — Pearl Harbor Day
- December 10 — UAA's Multi-City Good Landlord Class
- December 24 — Christmas Eve
- December 25 — Christmas Day
- December 31 — New Year's Eve



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 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).