



Landlord Letter

Free Forms & Notices — www.utaheviictionlaw.com
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Fair Housing — Requests for Equal Access

Last month’s “Dear Attorney” letter asked questions related to the Fair Housing Act and what landlords are required to do when a request is made by a tenant. Generally, the Fair Housing Act requires landlords to take certain reasonable steps in order to provide a disabled tenant an equal opportunity to enjoy housing. Failing to properly identify a legitimate request may be considered discrimination.

To start, requests from a disabled tenant usually fall into one of two categories: (1) requests for reasonable accommodations, and (2) requests for reasonable modifications.

Under the Fair Housing Act, a **reasonable accommodation** involves a request for the landlord to change “in rules, policies, practices, or services, when such accommodations may be necessary to af-

ford ... person(s) [with disabilities] equal opportunity to use and enjoy a dwelling.”

The timing of the request is usually irrelevant, it can be made prior to moving in or after the tenant has lived in the property for years. Each request should be evaluated on its own merits prior to any decision being made. As a general rule, the landlord is responsible for the costs associated with making a reasonable accommodation. However, if the request places an undue financial and administrative burden the costs may be shifted to the tenant (if the tenant is unable or unwilling to cover the costs, then the request may possibly be denied).

An obvious example of a reasonable accommodation would be if a blind tenant

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Evictions in Weeks, Not Months!

Landlord Laughs

As soon as we finish a case, we immediately try to collect for our clients. Wage garnishments (where we collect 25% of their income) are a common method we use. However, once the tenants learn about that their wages are being garnished, we often receive a variety of responses.

We once contacted an employer to verify that they employed the tenant. The employer stated that he no longer worked there, but it seemed that he was holding something back. We ended the conversation and felt we were at a dead end. A few days later the employer called back and stated “You know, he was kind of a jerk. I hear

he’s working at _____.” and told us where he thought he was working.

On another case we obtained a judgment against a husband and wife and began a garnishment against the husband’s wages. Instead of calling our office to complain about the garnishment, the husband called to let us know that he was now separated from his wife and that they were going through a divorce. Since his wife would not cooperate in paying the judgment, he stated where she worked and said “I’d really appreciate it if you would garnish her wages as well.” The two garnishments helped to pay the judgment twice as fast.



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



DO

- Attempt to serve the tenant personally with the notice.
- If no answer, post the notice (we recommend taping all four corners) and take a picture with your phone.
- If possible, take a witness or use a third party service company.
- Keep a copy of the notice for your file, filling in all of the information.



DON'T

- Rely on certified mail (what if they never sign for it?).
- Email or text the notice or slide it under the door, these are not valid services.
- Post the notice in a place that may be hard to see. The law requires that the notice be posted in a conspicuous place on the property.

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requested that the rule prohibiting animals be removed to allow a seeing eye dog. The landlord cannot charge any additional fees for this accommodation (pet rent, pet deposit, etc.) because the animal is not a “pet”, it is a service animal that is considered an extension of the disabled person similar to a wheelchair. However, this does not give the tenant free reign to cause damage or other problems while in the unit. The tenant is responsible for damages caused by the dog, and must take steps to ensure that the dog is not a nuisance (i.e. cannot bark all night long).

If a reasonable accommodation involves a relaxation of policy, a **reasonable modification** is a structural change made to the landlord’s property in order to allow a disabled tenant full enjoyment of the premises. A modification can be requested related to the interior or exterior, or in a private or common area. Modification requests are normally granted where the modification “may be necessary to afford such person full enjoyment of the premises.”

However, the Fair Housing Act also states that “where it is reasonable”, a landlord may “condition permission for a modification on the renter agreeing to

restore the **interior** of the premises to the condition that existed before the modification, reasonable wear and tear excepted.” This avoids a temporary modification specific to that tenant becoming a permanent change, but this rule does normally not apply to exterior modifications to the property.

Prior to granting the request, (1) the request must be reasonable, and (2) there must be an identifiable relationship between the request and the tenant’s disability. While the landlord must permit an accept-

able modification, the costs are usually paid for by the tenant. The tenant may not proceed with making a modification without prior consent of the landlord.

Even if you previously granted a reasonable accommodation or modification, you may still need to grant future requests if they fall within the guidelines of the law. Granting one request does not automatically preclude the tenant’s rights to other requests. To avoid potential legal problems, you should seriously evaluate any request made by a tenant claiming to be disabled. Next month we will talk more about how to evaluate the requests made by disabled tenants.

Attorney Jeremy Shorts

Have questions about Fair Housing?

Contact us for a Free Landlord Consultation!

Evictions in Weeks, Not Months!

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Know Your Notice

•Assigning or Subletting•

Purpose: Used to terminate your lease if your tenant has assigned or sub leased your property in violation of the lease .

This notice is not a comply or vacate notice. Rather, compliance occurs only if the tenant vacates the property.



A notice of eviction based on assigning or subletting must provide the tenant 3 calendar days to vacate the property.

Keep in mind, an eviction based on a notice for assigning or subletting may turn into a he-said-she-said battle. Make sure your evidence is solid.

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



As full of spirit as the month of May, and as gorgeous as the sun in Midsummer.

~ William Shakespeare

Dear Attorney,



Q: *I received an eviction order and my tenants are out, but I don't have a judgment. What can I do?*

A: Typically, priority number one with an eviction case is to get the tenant out of the property. In many cases, the court deals with this issue first and leaves the issues of a judgment for a later time.

If you have received an eviction order without a judgment and your tenant is now out of the property, you should compile a record of any documents supporting the amounts that they owe you (i.e. invoices, receipts,

estimates). Once that has been compiled, we can file a Motion for Summary Judgment with the court.

This motion will ask the court to enter a judgment amount against your prior tenants. If you do this correctly and the court agrees with you, you will obtain a judgment in the amount that is owed to you and you will then be allowed to enforce that judgment through wage garnishments, bank garnishments, tax garnishments, etc.

Attorney David Todd



DID YOU KNOW!?

We are on the **Utah Court Efiling System!**

What does that mean for you??

It means that we can file your **eviction paperwork with the court directly from our office!**

Contact us for a **free** consultation!

Call (801) 610-9879

Email info@utahevictionlaw.com

Calendar of Events



- May 5 — Cinco de Mayo
- May 10—Mother’s Day
- May 16 — Armed Forces Day
- May 25 — Memorial Day
- May 26 — UAA’s Ogden Membership Meeting
- May 27 — UAA’s Orem Membership Meeting
- May 28 — UAA’s SLC Membership Meeting

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).

