



Landlord Letter

Free Forms & Notices — www.utaheviictionlaw.com

Phone: 801-610-9879 • Fax: 801-494-2058 • Email: info@utaheviictionlaw.com

Landlord's Right to Enter and Inspect

As the owner of the property, the landlord has certain rights, including a right to inspect their property to ensure it is safe, habitable and free from damage caused by the tenant. However, these rights must simultaneously survive the tenant's right to quietly enjoy their property. It is improper for a landlord to enter or inspect in a way that interferes with a tenant's quiet enjoyment, but it is equally improper for a tenant to refuse a landlord's reasonable requests to enter and inspect.

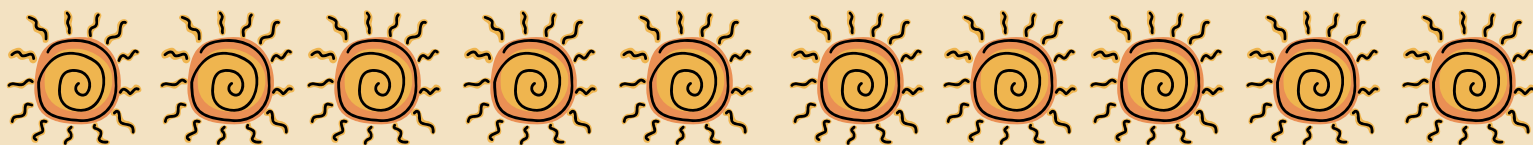
A landlord's right to enter and inspect is governed by two primary areas: (1) the lease agreement and (2) Utah law. Utah Code Ann. §57-22-4(2) specifically



provides, "Except as otherwise provided in the rental agreement, an owner shall provide the renter at least 24 hours prior notice of the owner's entry into the renter's residential rental unit."

Anytime a landlord needs to inspect their property it is the best practice to simply plan on providing 24 hours notice simply to be thorough and safe. While there may be an exception to the 24 hour rule in the event of emergencies (i.e. your rental is flooding and you can't get a hold of your tenant), it is best to still use your lease to state details of when you can enter and inspect. Laying out the landlord's right to enter and inspect helps everyone be aware of

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Courtroom Chronicles

Practical solutions are often better than legal solutions. No one wants to be in court, especially when there are no guarantees when you're in front of a judge. We try to help our clients realize that the risk of an adverse decision is (most of the time) not worth gambling when you can get an agreement in place with the tenant that they will be out of the property in an acceptable timeframe. Especially with a case that may not be a slam dunk.

Recently, we had a case where opposing counsel that we tried to negotiate and get a resolution on before taking it in front of the judge. There was a lot of back and forth involved and some potential resolutions that would guarantee the tenant would be out on a certain day. Ultimately, our client chose to forego the stipulation and risk taking it

in front of the judge for a decision to get the tenant out sooner than the stipulation.

Despite our concerns about our client's decision, we went ahead with the court hearing and made as strong of an argument as possible. Fortunately, after listening to our arguments, the judge ruled in our favor and our client obtained an earlier move out date. While this approach made us nervous, it worked out well in the end for our client.

We always encourage our clients to avoid, if possible, leaving the decision up to the judge if a reasonable settlement is presented. If not, we'll be there to make the strongest argument to the judge and hope for the best outcome we can.

Deep summer is when laziness finds respectability.

~Sam Keen



Sit back. Relax. We'll take care of everything for you!

Evictions in Weeks, Not Months!

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what is and is not permitted in terms of entry and inspection. The landlord would then be able to enter based upon the agreement with the tenant instead of relying on exceptions to this general 24 hour inspection rule.

During an eviction we had one client who wanted to enter the property to evaluate any potential damages to the property. They suspected the tenant may have abandoned the property, so the landlord gave a 24 hour notice of inspection. After waiting 24 hours, the landlord entered and found the home vacant. The landlord stayed in the property in order to clean up and begin some repairs. While the landlord was inside the property, the tenant came to the front porch but did not come inside and, without letting the landlord know, removed the notice of inspection and posted a "No Trespassing" notice on the front door. The tenant then called the police and claimed the landlord had illegally entered the property. When the police showed up, they found the No Trespassing notice on the door with the

landlord inside.

Luckily, the landlord did two things that helped to protect them. First, they had a witness at the time they entered the property and began cleaning. This witness was able to verify that the landlord had given proper notice, that the house was abandoned when they entered, that their Notice of Inspection was still on the door when they entered, and that the tenant had posted the No Trespassing notice after they had entered. Second, the landlord kept a second copy of the Notice of Inspection to show the police. After visiting with the landlord and tenant, the police were convinced that the landlord had done everything properly in order to enter the property.

In closing, while there are certain exceptions to the rule, a landlord should generally make every attempt to provide 24 hour notice. If the tenant may dispute or object to the inspection, it is also important to document the inspection just in case the landlord has to prove (to the tenant or the police) that the inspection was justified.

Attorney Jeremy Shorts



DOs & DON'Ts of...

Collection



DO

- Provide employment information of tenant at the beginning of the eviction process.
- Ask for references and other employment or financial information on the rental application.
- Keep copies of any checks used for rent.
- Run a background check for information on any previous judgments.

DON'T

- Just assume you can collect.
- Skip on getting tenant's forwarding address before they vacate.
- Accept any payments before the judgment has been entered or a stipulation has been reached.



Problem Tenants? Need to Talk?

FREE 15 landlord consultation!

Let us help you!

Email: info@utahevictionlaw.com

Phone: 801-6109879

Dear Attorney,

Q: *My tenant moved out with six months left on the lease and is demanding their deposit back (even the non-refundable portion). What do I have to give them?*

A: Handling a security deposit is governed by your lease as well as Utah law. Unless otherwise stated in your lease, it can be used to cover any obligation owed by the tenant based on their occupancy of your property (such as damages beyond normal wear and tear, non-refundable portion of the deposit, cleaning charges, late fees, etc.). In addition, where there is still six months left on the lease, the tenant would be responsible for the rent through the rest of the lease so long as the landlord makes reasonable efforts to re-lease the property.

Remember that it is important to provide a deposit closing statement to the tenant's last known address within 30 days of the tenant's departure explaining how the deposit was charged. As long as the charges are based on the lease or Utah law, the landlord should be permitted to include the charge on the deposit closing statement. If the deposit is insufficient to cover those charges, the landlord may still take legal action to seek any additional amounts owed. Once a new tenant is located and begins paying rent, those rents would act as an offset toward any amount owed by your former tenant.

Know Your Notice

• An Overview of Utah Eviction Notices •

Purpose: To begin the eviction process

Three Day Pay or Quit: Written notice requiring the tenant to either vacate or pay all past due rent, late

Lease Violations: Used to give written notice to the tenant of any ways they are violating the lease.

Lease Termination: This notice terminates the lease. Must be served at least 15 days prior to the end of the

Nuisance: Used where your tenant's actions have interfered with the quiet enjoyment of property from

Tenant At Will: Be cautious with this notice. It is used when the individual does not have any lease

Criminal Acts: A tenant who commits crimes that impact the property are subject to eviction.

Unlawful Business: A tenant that is breaking the law by running a business may also be evicted.

Assigning or Subletting: If your tenant assigns or subleases your property in violation of your lease,

Waste (Damages): A tenant that damages your property is subject to a three day eviction notice.

Abandonment: Is presumed where a tenant leaves without notifying the landlord, is late on the rent,



A Note from Utah Eviction Law:

Here at Utah Eviction Law, we love our clients and do our best on every case to treat our clients and their tenants with respect.

If you every have any questions, please contact us!

We are happy to talk to you!

Email: info@utahevictionlaw.com

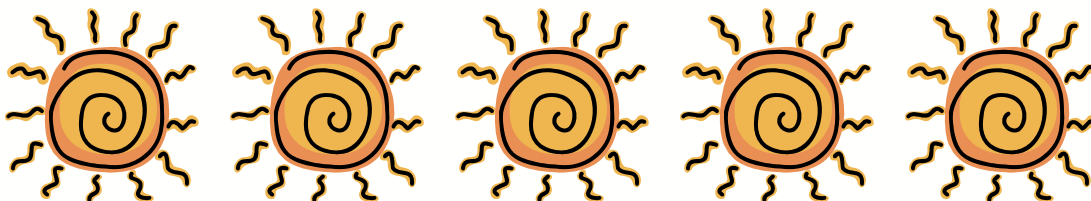
Phone: 801-610-9879



Calendar of Events



- August 14 — UAA’s SLC Good Landlord Class
- August 25 — UAA’s Ogden Membership Meeting
- August 26 — UAA’s Orem Membership Meeting
- August 27 — 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 “Jeremy Shorts Reviews” and click on our link).

Evictions in Weeks, Not Months!