



# Landlord Letter

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## *Skipping the Eviction Process for Crime Victims*

Let me start by clearly stating that landlord should be very cautious about skipping the eviction process since it is very unusual. Utah law is clear that **“It is unlawful for an owner to willfully exclude a tenant from the tenant’s premises in any manner except by judicial process...”** Utah Code Ann. §78B-6-814. In other words, Utah does not allow for “self-help evictions” done unilaterally by the landlord. However, under a few certain circumstances, Utah law allows for the locks to be changed and a tenant to be excluded without having to go through the eviction process.

One such exception is listed in Utah Code Ann. §57-22-5.1. In summary, it allows the locks to be changed in order to protect a tenant who is the victim of crime by another co-tenant. Under the statute, “A renter who is a crime victim may require the renter's owner to install a new lock to the renter's residential rental unit if the



renter” does two things: First, the victim tenant must provide the owner with a police report or court protective order showing that they were a victim of domestic violence, stalking, burglary, dating violence, etc. (the statute has additional specific details). Second, once the victim tenant has satisfied the first step, they must pay for the cost of installing the new locks. See §57-22-5.1 (1)-(3).

If the victim tenant satisfies both of these conditions, the landlord is required to install new locks by rekeying the locks or replacing the locks entirely. The landlord may then refuse to provide a key to the perpetrator tenant, even if that tenant had previously established residency and/or is listed on the lease. At this point, the landlord has legally completed an eviction against the perpetrator tenant without having to go through the legal process. Normally the perpetrator tenant is not relieved

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## Courtroom Chronicles — ‘Cuffed

Since evictions are civil cases, there’s really no threat of jail. A few years ago we had two eviction hearings in front of the same judge in Ogden. In discussing the cases with the tenants, we were able to negotiate settlements for both of them in terms of a move out date and repayment plan for the past due rent.

Since we negotiated settlements all that was left to do was present the stipulations to the judge for approval. The first case went smoothly without any problems. It appeared that the second case would also be uneventful. The judge confirmed that the tenant agreed to the move out date as well as the repaying plan for the unpaid bal-

ance. Once the stipulation was on the court’s record, the tenant turned to walk away but was stopped by the bailiff who had other plans.

The bailiff pulled out his handcuffs and let the tenant know he was under arrest for an outstanding warrant on an unrelated case. I kind of wanted that case to go first so that as the bailiff was hauling him off I could have turned to the tenant in our other case and said “You’re next, I hope you have better luck than the last guy!” Since we had our eviction order we were still allowed to finish the eviction and lockout, but the tenant had to get his personal items after he was released from custody.

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from their liability under the lease either, so they are still financially obligated to perform and pay rent.

That’s the legal side of how this is handled, but there are practical recommendations that you should also take into consideration. First, similar to abandonment issues, landlords should realize there are risks with taking action outside of court approval. This process may be challenged, so the landlord should do everything they can to ensure the law is followed – document your file with papers, pictures, etc. showing what was done. Second, even if it does not happen, the landlord should proceed with the expectation that the police will be called. These types of situations often result in the perpetrator tenant calling the police when they learn the locks have been changed, and the police often are not aware of this law and may side with the perpetrator tenant. In certain situations it would make sense to make a pre-emptive call to the police to let them know what has happened. If the police are involved, be prepared with your file to show you have documented EVERYTHING.

If a landlord ever relies on this statute, the landlord should make sure that they have the following items before the locks are changed: (1) a printed copy of the statute (Utah Code Ann. §57-22-5.1) for them to read, (2) the written request from the victim tenant where they state they are a victim of crime (with some details) and request that the locks be changed under the statute, (3) a copy of the police report or court protective order, and (4) proof of payment from the victim tenant for the new locks. If the police are called and the landlord shows them all of these items, it increases the chances that the police will understand that the locks were legally and legitimately changed even though an eviction was never filed with the court.

If there are any doubts about whether the statute applies, it’s often best to play it safe. Giving eviction notices and going through an eviction takes more time and has more cost, but it also allows us to change the locks with the supervision and approval of the judge. It is much harder for your tenants to challenge a lockout that was completed pursuant to court order.

Attorney Jeremy Shorts

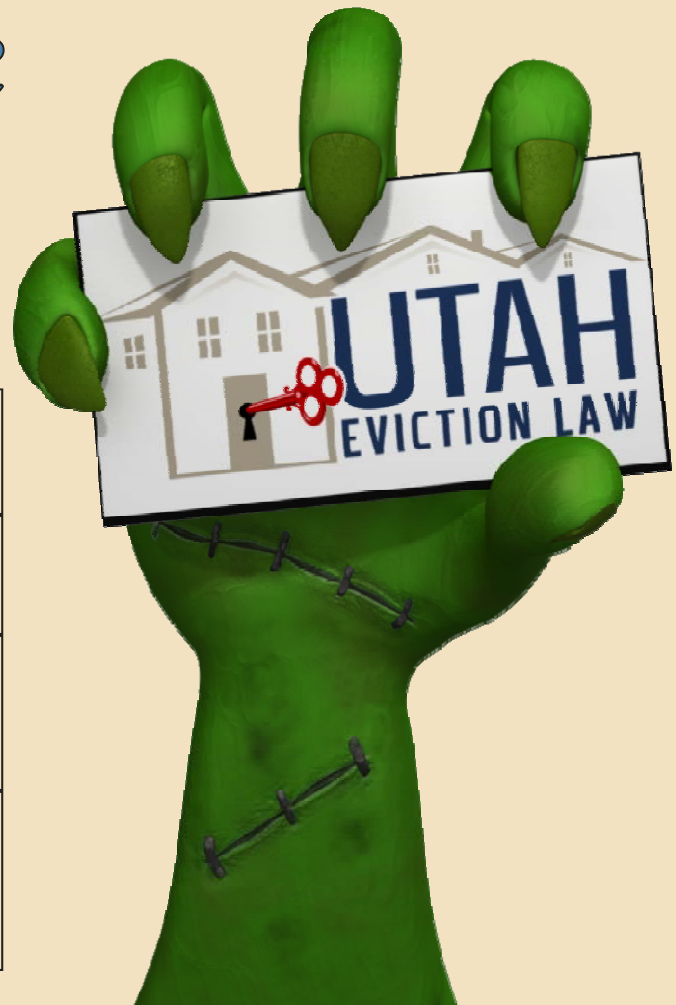
# Know Your Notice

## • Waste (Damages) •

**Purpose:** Used when your tenant damages your property, but are not necessarily a nuisance



<i>This notice requires the tenant to fix the waste or vacate the property within 3 calendar days.</i>
<i>Make sure the waste was caused by your tenant or those that your tenant is responsible for (guests, etc.).</i>
<i>Make sure to document the waste with pictures and/or witnesses. If you end up in court, a picture is worth a thousand words</i>
<i>Landlords are responsible for normal wear &amp; tear. Tenants are responsible for waste (which is damage beyond normal wear &amp; tear)</i>





When witches go riding, and black cats are seen, the moon laughs and whispers, 'tis near Halloween

~Anonymous

# Dear Attorney,

**Q:**

*We would like to rent out a basement apartment in a city that does not allow for such rentals. If we need to evict the tenant in the future, will this cause a problem?*

**A:**

Renting it out without meeting the proper zoning requirements can cause problems for you in the future. Not only do you risk fines from the city, but you may also create obligations you are required to meet with the tenant that are against the city's code. You would be put in a very awkward legal position that you don't want to be in.

If you do rent the property out and end up needing to evict the tenants, the issue of you renting the property out

illegally will probably not prevent you from kicking them out. However, many tenants when facing eviction will bring this up and notify the city in order to cause you problems because you are evicting them. Bottom line is: don't do it. If you really need to, talk with the city first and see if you can get some authorization from them to do it.

Ultimately, the issue will not prevent an eviction case from moving forward, but it will put you into a legal problem that should be avoided.

## DOs & DON'Ts of... Lockouts



# DO

- Take lots of pictures or video of the condition of the property when you get in.
- Have a constable assist you with the lockout.
- Inventory all items left behind and follow strictly Utah's abandonment laws.
- Change the locks, even if your tenant has left the keys.



# DON'T

- Change the locks on your tenants without a court order.
- Shut off the utilities as a means to lock them out.
- Threaten the tenants that the locks will be changed at a certain time unless you have a court order that tells them they need to leave at that time. Even then, it is best to leave it up to the Constable or Sheriff.



# Tenants making you batty?!

Our goal is to get you through your eviction and your tenants out in **“Weeks, Not Months”!**

Contact us for a FREE 15 minute landlord consultation

**P: (801)-610-9879**

**E:info@utahevictionlaw.com**



# Calendar of Events



- October 13 — Columbus Day
- October 16—Boss’s Day
- October 27 — UAA’s Ogden Membership Meeting
- October 28 — UAA’s Orem Membership Meeting
- October 39 — UAA’s SLC Membership Meeting
- October 31—Halloween



## 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](mailto: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](http://www.facebook.com/utahevictionlaw)).
- You can also give us a Five Star Google Review (search “Utah Eviction Law Reviews” and click on our link).

