



# Landlord Letter

Free Forms & Notices — [www.utaheviictionlaw.com](http://www.utaheviictionlaw.com)

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## How Can a Tenant Break the Lease?

We consistently receive phone calls and emails from tenants that want out of their lease. They're always more tactful in how they ask, but what they're really asking is how they can get out of their lease without any legal repercussions. The reasons for wanting out of their lease vary – they lost their jobs, they are taking a new job out of town, they don't like the landlord or the neighborhood, etc.

Our first response is always the same "To avoid conflicts of interest, our office only represents landlords so you'll need to call someone else." You'd be surprised how often we get calls from both the landlord and tenant in the same case. To avoid any confusion, our office simply has the policy to only represent landlords.

BUT – If we were to get into the meat of the question, the answer is that most circumstances don't allow a tenant to break the lease. As a general rule, any inconveniences or unforeseen circumstances the tenant has to deal

with don't allow them to break the lease early. However, there are some circumstances that may. Contract law states that if one party to a contract fails to uphold their end of a contract, that may release the other party from performing. Leases are often different because the tenant may be required to give the landlord notice of any problems and give the landlord sufficient time to fix the prob-

lems before the tenant can terminate the lease. A breach by the landlord, even if serious, usually still requires the tenant to allow an opportunity to remedy the breach and fix the problems.

My father is a broker and property manager with around 30 years experience (owner of Bridge Realty in Price, Utah). He had a tenant come in his office that helps make a

good point here. A tenant came in his office saying his employer had transferred him and he would be moving in a week even though there was about six months left on

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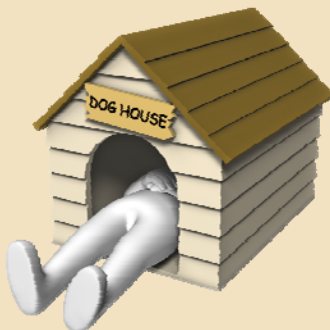
**“A breach by the landlord usually still requires the tenant to allow time to fix the problem”**

## Landlord Laughs

Landlords often have strong opinions on whether pets are allowed in the property. Sometimes everything works out fine, but other times it can cause headaches and damaged property. Either way, we strongly recommend that whatever you decide be clearly agreed to and in writing with the tenants. That way you can enforce whatever is agreed to.

Recently, one of our clients rented to a tenant that had a dog that had frequent accidents throughout the house, causing unwanted smells and damage to carpet and hardwood floors, let alone an uncomfortable living en-

vironment for the other tenants. After addressing the issue with the owner of the dog and the other tenants, the dog owner assured everyone the problem would be solved.



A few days later, the landlord received a call from one of the other tenants stating that the problem had not been resolved. Instead of making a meaningful change, the dog owner simply put a baby diaper on the dog while in the house. Unfortunately for everyone, baby diapers aren't designed to fit dogs. Especially dogs with tails. The messes continued and really made things worse.

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the lease. Instead of approaching it in a reasonable manner (i.e. “My work is transferring me, can we work together to get a new tenant in there and I’ll pay rent until it’s released?”), he took a much more aggressive approach.

It didn’t go well when the tenant told my father “My work has transferred me, so that allows me to break my lease and I’ll be gone in a week. Not only am I not paying anymore rent, but I need my deposit back ASAP so I can move.” First, the tenant is absolutely wrong. Unless the lease specifically allows it, an employment transfer does not terminate the lease. Second, even if you’re right, it usually doesn’t do any good to argue with a tenant in this situation. The tenant didn’t come in to ask questions about the lease or as an attempt to understand Utah law.

Instead of addressing the lease, my father said “I’m glad you came in today, because I’ve been thinking about it and you got a good deal on your rent. It’s really lower than it should be, so we need to up the rent by \$200 per month.” The tenant was frustrated and said “You can’t do that! We have a lease!” Which allowed my father to respond with “Yes, we have a lease. Let’s see what it says.” He was then

able to explain that if the landlord can’t increase the rent during the term of the lease, the tenant can’t skip out of the lease until that term is up. They then had a meaningful conversation where the tenant acknowledged his obligation to pay rent while the unit was vacant, and the tenant also fully cooperated with showings in order to find a new tenant. There was some lost rent that the tenant paid, but they were able to get it re-rented to avoid a long-term problem.

As with most disputes, there’s a legal solution and a practical solution. Often times it’s best to keep the legal solution in mind, but spent your time focusing on a practical solution. Not many landlord want to deal with tenants that are unhappy and looking for ways to get out of their lease. Help your tenants to understand what their FULL obligations are, but be willing to consider a reasonable alternative.

Attorney Jeremy Shorts



# 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 fees or other amounts owed under the lease.*

*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 month, unless your lease requires more time.*

*Nuisance: Used where your tenant’s actions have interfered with the quiet enjoyment of property from other tenants and/or neighbors.*

*Tenant At Will: Be cautious with this notice. It is used when the individual does not have any lease (written or oral) to live in the property.*

*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, they can be evicted.*

*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, and there is no evidence they’re living there.*

# Dear Attorney,

**Q:**

*I have some tenants who stopped paying rent, and promised they will leave at the end of the month. Should I still serve an eviction notice?*

**A:**

If they can't pay rent to their current landlord, they may not have rent and a security deposit to pay to a new landlord. We

have had multiple cases where the tenant doesn't move as promised which puts the landlord in a bind. If they weren't going to leave, the landlord should have started the eviction process long ago. Sometimes the landlord has already found another tenant, but having a deadbeat tenant in the unit causes additional problems.

Every time in this happens, we strongly recommend the landlord simply serve all applicable eviction notices

(three day pay or quit for the rent and if they're on a month to month basis consider a no cause lease termination notice). If they leave quickly after being served with eviction notices, then there's no need to move forward with an eviction. But if they don't cooperate, then you've done what you need to start the eviction process. My suggestion would be to talk with your tenant and let them know that legally you need to provide them with the notice to make sure in the event things don't work out how the tenant thinks they will. If you communicate with them about your concerns, they may be understanding. If they aren't cooperative or understanding, then you're ready to file an eviction.

## Evictions in **THREE** Steps



**Step #1: Eviction Notice**  
First, your tenants need an eviction notice.



**Step #2: Filing Eviction & Default.**  
As long as the tenants don't fight the eviction, we file papers for 1) Judgment & 2) Eviction Order



**Step #3: Eviction Hearing**  
Only needed if tenant fights the eviction in Step #2

Call us for a **FREE** Landlord Consultation!

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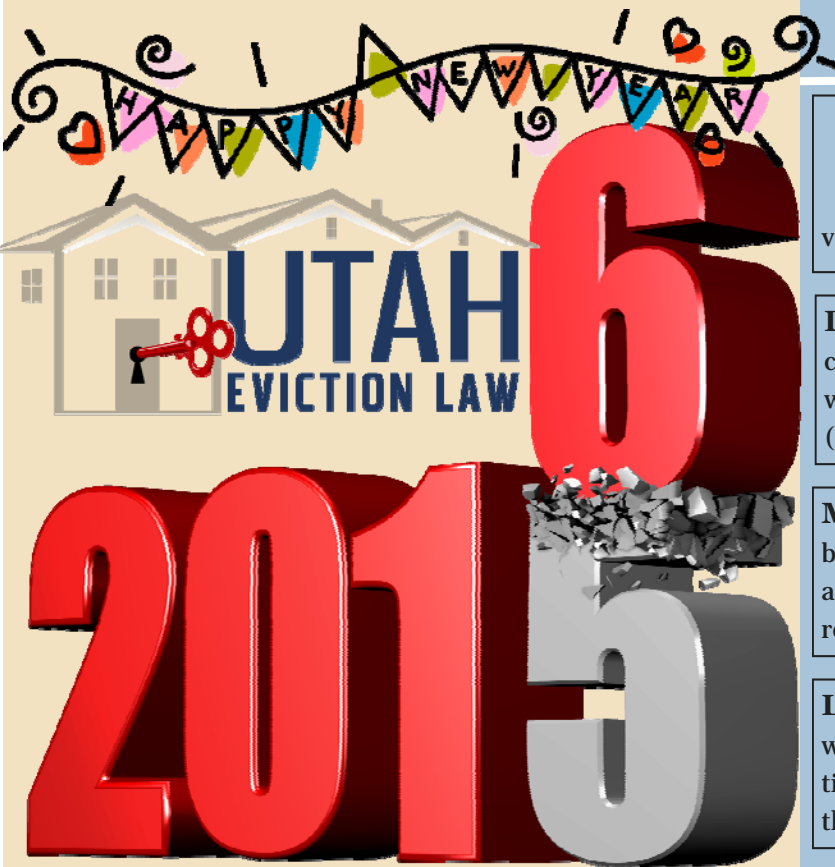


## DOs & DON'Ts of... Security Deposits



- Obtain a security deposit PRIOR to granting occupancy. Allowing that to drag out can cause landlord/tenant relationship issues and accounting problems
- Keep detailed records (receipts/invoices/estimates) on any funds used from the deposit in order to have accurate accounting records.
- Have terms in your lease agreement that clearly outline how you can handle the security deposit.

- Use the funds before your tenant has vacated the property (unless necessary). We recommend this to maintain your safety net. If you use funds, require the tenant to replace them.
- Use the funds for rent (i.e. last month rent). Legally this should be fine, but it eliminates your safety net if they damage the property and vacate.
- Apply the funds to repair normal wear and tear. Landlord is responsible for normally wear and tear, the tenant is responsible for damage to the property.



## Get to Know the Team

**Jeremy**—Started Utah Eviction Law in 2007. On the weekends find him, spending time with his wife and three kids, fishing or boating. Originally from Price, and loves to visit Scotland as often as possible.

**David**— Started working with Jeremy to assist in helping clients get garnishments on judgments. Loves to be with his wife and kids. He excited to add another baby boy this spring (3 boys & 1 girl)! Spare time is basketball, tennis and hockey.

**Mandy**— Has been with Jeremy since fall of 2014. She will be graduating this spring with Cum Laude from UVV. Loves adventures with husband and two kids. Off time is baking, reading, and drinking Diet Coke.

**Lacie**—Has worked for Jeremy for 4.5 years. When she is not working, you can find her quilting or reading. Enjoys spending time with her husband and two young girls and is excited for the upcoming summer camping.



# Calendar of Events



- January 1 — New Year’s Day
- January 19 — Martin Luther King Jr. Day
- January 22—UAA Refresher Multi-City Good Landlord Class

**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).