



# Landlord Letter

January 2017

## Protecting Yourself Against Bad Tenants

Taking a few simple steps can help avoid some of the problems and lawsuits that we see. First, and foremost, landlords should properly screen their tenants by performing background checks and verifying the information placed on a rental application. Many of our evictions involve people who have had problems with landlords in the past.

A landlord cannot rest easy just because a tenant marks "No" when the application asks "Have you ever been evicted?". If a tenant is in the middle of an active eviction, they know most landlords will immediately reject them. Landlords must perform thorough background checks and verify the information on the rental application.

If a landlord is considering renting to someone they are concerned about, there are a few different things they can do to protect themselves. Two of the best options are (1) increased rent, deposit, etc., and/or (2) get a co-signer to also sign the lease.

A landlord cannot discriminate against a tenant

based on their race, color, sex, religion, national origin, disability, source of income, familial status, sexual orientation, or gender identity. Notice that "poor credit", "lower income", and "prior evictions" are not protected classes. If a tenant has some of these issues, a landlord can provide an extra layer of protection by increasing the rent, requiring first AND last month's rent, increasing the security deposit, and/or requiring a co-signer.

A co-signer does not actually reside in the unit, but they sign the lease and agree to perform all obligations of the actual tenants. If an eviction or breach

of the lease occurs, the co-signer is financially responsible for any potential judgment obtained against the tenant. Not only does this increase the landlord's chances of recovering monies owed, a co-signer can help to put additional pressure on the tenant to comply with the lease.

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**Don't forget!**  
**We can help you with a background check on your tenants!**

Phone: 801-610-9879

Email: [info@utahevictionlaw.com](mailto:info@utahevictionlaw.com)



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We recently had a very volatile case that involved just about everything – suspected drug use, fights with neighbors, loud music and parties, police being called, and Facebook drama. All of this ended with us discovering several online profiles of the tenant for illegal escort services. The chances of evicting were strong (several neighbors and witnesses came forward in support of our eviction), but the chances of recovering any potential judgment was very low.

BUT – the landlord was smart and required an increased security deposit as well as requiring a co-signer (the tenant's father). The father was the poster child for a good co-signer – a prominent business man in Utah with a strong and stable business. We not only evicted the tenant, but obtained a judgment of around \$9,100.00 (primarily for treble damages).

The co-signing father not only helped us convince the tenant it was time to move, he also immediately paid the judgment IN FULL in order to avoid the judgment going on his credit. This was a perfect example of how a landlord can protect themselves. All hard costs (rent, attorney fees, etc.) were paid in full, and the landlord also received several thousand dollars in treble damages.

Every situation is different and if you have an excellent candidate these steps may be unnecessary. But if you have any valid concerns about a tenant, a few basic steps can provide significant protection down the road. If you are concerned, don't hesitate to negotiate additional terms to your lease.

*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 recently had a tenant pass away and their family is offering to clear the tenants possessions from the property. What should I do??***

**A:**

This is a sad situation that requires some careful planning. It may be awkward to request proof via death certificate, but doing so protects both the landlord and the estate of the deceased tenant.

Technically the personal property within the unit belongs to the deceased tenant's estate. Something would need to be provided to the landlord showing who is authorized to act for the deceased tenant. That can vary depending on the circumstances and may include trust

documents showing who is the trustee or successor trustee, or a will and subsequent court documents showing who was appointed as a personal representative.

Another potential option would be to list an emergency contact to the lease and grant them authorization to remove the tenant's personal property in the event of their death. For our free lease on our website, we have not included this provision because this is thankfully a rare situation we come across.



## **DOs & DON'Ts of...** **Terminating a Lease**



- Make sure you understand your lease and what is required to terminate it.
- Provide written notice.
- Make sure your tenant understands that rent is still required for the last month or days of the lease term, even though it is being terminated.
- Only use text or email and assume they understand the lease is terminated.
- Try to terminate the lease early, unless you have cause (i.e. no rent, lease violations).
- Allow additional time after the lease is terminated unless you are prepared to let them stay another month.

## Landlord Laughs—Glued



As we begin an eviction, we always make sure that the paperwork is in order. This often begins with making sure the eviction notice has the correct language and was also served correctly. It is not uncommon for us to call a landlord and request that they re-serve a new eviction notice to make sure we are building a good strong case.

We recently had a case where the landlord used our form, but didn't mark any of the usual options for service (i.e. personal service, substitute service, posted service or certified mail service). The landlord added another option and checked the box next to "Glued to the door".

We called the landlord to inquire as to what really happened. Turns out the landlord was concerned that the tenant would claim they didn't get the eviction notice. Instead of just taping all four corners of the notice (which we usually recommend), the landlord literally glued the entire notice to the front door.

The statute only requires "affixing a copy in a conspicuous place." Legally gluing the notice to the door satisfies the posting requirement, but is above and beyond what is normally required.

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### Parting Thoughts

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- 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).

## Calendar of Events

- January 1 — New Year's Day
- January 16 — Martin Luther King Jr. Day
- January 18 — UAA South Ogden Good Landlord Class
- January 20—UAA Refresher Multi-City Good Landlord Class