



Landlord Letter

March 2017

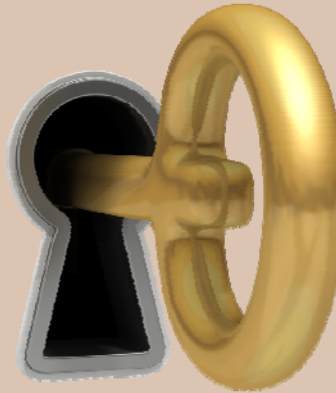
Handling Eviction Lockouts & Security Deposits

Landlords are often misguided or confused about when and how they go about changing the locks on a tenant. First – Make sure you understand the law! The locks should only be changed in two situations: (1) the tenants voluntarily vacate the property, or (2) the landlord goes through the court process to obtain an Order of Restitution (or Eviction Order).

Tenant Voluntarily Vacates

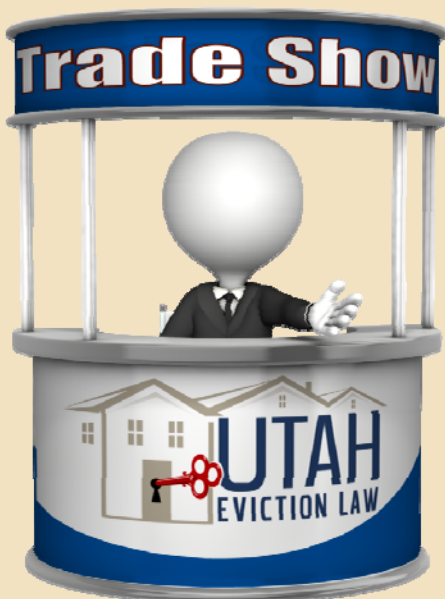
The first, and most common, way to be able to change the locks on your property is if the tenants vacate the property. This can include if the tenant abandons the property or if both sides agree to mutually terminate the lease.

No matter the circumstances (i.e. the tenant



disappears in the middle of the night or the landlord and tenant agree to a move out date), the landlord should take reasonable steps to ensure that the tenant has actually moved out. Do your best to contact the tenant and confirm that they have vacated the property. If they have confirmed they have vacated (it's best to get something in writing, the landlord should be fine to change the locks. If you don't get any response at all, that helps to show they have abandoned the property. Keep copies of any letters, notices, text messages or emails showing you have made reasonable attempts to contact them.

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Utah Apartment Association Trade Show

Tuesday **APRIL** 25th, 2017

8 AM to 5 PM

South Towne Expo Center

Sandy, Utah

More details to come in April's newsletter

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Even in abandonment, the landlord should also still issue an itemized security deposit closing statement showing how their security deposit was applied. That may include charges for damages or repairs, but also for any rent or other amounts owed under the lease. Utah law requires the deposit closing statement to be mailed to the tenant’s last known address (which may be your rental) within 30 days after they vacate.

Court Process

Utah law is clear that “self-help evictions” are not permitted. If a tenant refuses to vacate voluntarily, the landlord must go through the court process to obtain an order of restitution. For most evictions we handle, an order of restitution is usually granted within 2-3 weeks of filing the eviction with the court. Once the landlord obtains the order of restitution, the tenants may be removed by force (if necessary). By the time the locks are changed, the tenant usually has had at least a few weeks of knowing this would be com-

ing. Hopefully they have removed their personal items so the landlord can come in and begin cleaning.

However, even if the law allows a landlord to change the locks and put their personal belongings in storage, there are often practical considerations on the day of the lockout. First, if you change the locks with their personal property within the unit you then become responsible to store and care for their personal items. As a practical matter, if the tenant needs a little bit of additional time to finish moving it may be best to allow them that time. This will allow the tenant a chance to remove their own personal property to their own location, instead of you having to remove it, store it, and then have to work with the tenant to pick it up at a later date.

Anything outside of these two options (voluntarily vacating or court process) could be considered a wrongful eviction. Landlords should be thorough in their approach prior to changing the locks. When in doubt, seek advice from an experienced attorney.

Attorney Jeremy Shorts



**DOs & DON'Ts of...
Assessing Late Fees and Charges**



- DO — Be consistent with what you charge.
- DO — Keep an accurate ledger with all charges current. It’s more difficult to try and backtrack..
- DO — Communicate with your tenant about the fees and charges. Clear communication will help avoid misunderstandings in the future.

- DON'T — Charge unreasonable fees.
- DON'T — Assess fees that are not listed in your lease agreement.
- DON'T — Assume your tenant understands the lease. Explain each detail if the tenant needs.

Know Your Notice

•Three Day Notice for Criminal Acts•

Purpose: Allows landlords to evict where their tenants have committed crimes on the property.

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

Based on the seriousness of the actions, the tenant may not have an opportunity to cure the problems. They must vacate the property in 3 days or they will be guilty of unlawful detainer.

This can become a he said she said battle, so document any criminal acts. Witnesses and/or police reports are critical in proving the grounds for eviction.

Use this notice if your tenants have committed criminal acts on the property that cause risk of health, sanitation, or damage to your property, other tenants or neighbors.

***Evictions in Weeks,
Not Months!***

P: 801-610-9879

E: info@utahevictionlaw.com



Dear Attorney,

Q: ***What resources or options are there to help me become a better landlord?***

A: Whether you're new to being a landlord, or you handle dozens or even hundreds of units, landlords and property managers are always looking for ways to make their job easier. No matter your background, managing properties requires a PhD from the School of Hard Knocks. Your experience and connections go a very long way.

No matter your experience level and the number of units you have, one of the best resources in the state is the Utah Apartment Association (www.uaahq.org). There are many benefits of the UAA, but I'll focus on three: First – Each month and other times throughout the year, the UAA has training and other education opportunities for landlords. Second – Their membership and vendor directory also gives you connections to help with any questions or problems that arise. Finally – They have the largest library of form and other documents to cover a wide variety of legal issues that landlords commonly encounter.

While there are other helpful resources, becoming an active member of the UAA should be at the top of any landlord's list.

Landlord Laughs — Phone Call

Recently a tenant didn't leave at the end of the month like he said he would, the tenant told the landlord to use the deposit for last month's rent, which the landlord refused. The landlord was correct to not use the deposit for the last month of rent and that he had the right to demand the tenant pay the full amount owed for the month OR vacate the property within three days.

The landlord gave the tenant a 3 Day Notice to Pay or Quit. After receiving the notice, the tenant called the landlord to discuss the issue. The landlord indicated that he had called Utah Eviction Law and was ready to move forward with asserting his rights if needed. The tenant hung up. Shortly thereafter, the tenant called the landlord back and had said he Googled "Utah Eviction Law" and learned that he didn't stand a chance fighting with us. He paid the full amount owed that night. The landlord didn't need to call back either, because the tenant no longer caused any issues.



Calendar of Events

- March 7 — UAA Ogden Good Landlord Class
- March 10 — UAA Multi-City Good Landlord Class
- March 12 — Day Light Savings Begins
- March 17 — St. Patrick's Day
- March 20 — Spring Begins



Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email 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 Utah Reviews" click on our link).

