



Landlord Letter

December 2017

New Laws — Collections & Section 8

Last month we covered collections and some of the challenges of getting blood out of a turnip. Normally, tenants receiving government benefits or who are on housing assistance are very difficult to collect from if a judgment is later entered. This month we wanted to cover a new Utah law that can make a difference.

In the past, a judgment against a tenant on Section 8 housing is very unlikely to be paid. Recently the Utah legislature created an incentive program that helps landlords recover monies owed if a Section 8 tenant damages the property or defaults on

the lease agreement. A fund of \$1,000,000.00 has been established to help landlords who find themselves in this situation. Who is this money for and how can you make a claim?

Under this new Utah law, a landlord who rented to a tenant on Section 8 housing may file a claim to recover their damages. There are several requirements that you should be aware of. First, the fund managers WILL NOT evaluate the merits of the case, so the landlord must first obtain a judgment against the tenant (either in an eviction, col-

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What people are saying about US!!!

My case was a bit difficult but they handled everything smoothly and as quick as possible.

They were great.

~A.N. Sandy —Google Review

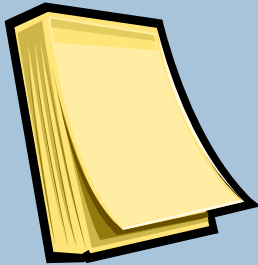


Know Your Notice

• Abandoned Personal Property •

Purpose: Addresses personal property left behind by a tenant .

This is a recent change under Utah law when handling abandoned personal property.



Instead of storing items for 30 days, the law requires the landlord to store the items for fifteen days.

If the landlord is going to sell, donate or dispose of any items, they must give a notice of sale to the tenant at least five days prior to the sale.

A landlord does not have to store hazardous materials, animals, garbage, perishable items, etc.



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lection or small claims). Claims will only be approved if the judgment was entered AFTER July 1, 2017 (but the breach or damage may have occurred prior to July 1, 2017).

The landlord cannot be reimbursed for any treble damages, but claims of between \$500 and \$5,000 should include lost rent, damages to property, attorney fees and costs, etc. If any claim is less than \$500, then the program wouldn't apply. If an approved claim exceeds \$5,000, the landlord must forgive any balance above the \$5,000 payment (but 5,000 birds in the hand are better than any judgment you have against a tenant on Section 8). You should also make claims promptly. While this program is new and the requirements may be changed, currently claims must be filed

within sixty days after the judgment is entered. Once an application is submitted, it takes generally forty-five days to process and complete. **Since this is a newer program, some requirements are new and may fluctuate. It's important for you to act promptly and give us a call with any specific questions.**

If this excites you – You can thank the Utah Apartment Association Political Action committee (UAA PAC) who played a major role in making this happen. Legislative efforts like this take a substantial amount of time and money, and a financial donation to the UAA will help additional positive changes to come in the future. If you haven't done so in 2017, I'd personally like to challenge you to make a meaningful donation to the UAA PAC. Call the UAA at 888-244-0401 to make a contribution.

DOs & DON'Ts of...

Giving Notice to Tenants



DO

- Important notices should always be in writing.
- Comply with Utah Law (personal or posted service etc).



DON'T

- Be informal—Landlords are running a business.
- Forget to save a copy of all notices you give in case you need to file an eviction.



Dear Attorney,

Q:

What do I do when a tenant stops paying utilities at the property?

A:

First, check your lease to see whether or not your ten-

ant was required to put any utilities in their name. If they are required to do that and have not, they are in breach of the lease and you may have grounds to provide them with a 3 day lease violation notice.

Typically you will want to make sure that the notice gives them the opportunity to come back into compliance or vacate the property. If the utilities are in the landlord's name, the best practice is to pay the utilities and then pro-

vide the tenant with a 3 day notice to pay or vacate based on the amount owed for utilities. DO NOT ask the utility company to shut off the utilities. If you do, the tenant may have a claim for a wrongful eviction, which will be a much larger pain to deal with then going through the proper process of eviction.

Keep in mind that if the tenant has not paid, and not had the utilities placed in their name as required under your lease, you can provide the tenant with two separate notices, as they are to separate violations.



Courtroom Chronicles — Messy Breakfast

“Better late than never!” ~Anyone who’s ever been late.

If you are going to be late to a court hearing, you need to have a good excuse. We attended an eviction hearing where one of the parties was VERY late. After finally reaching them by phone, they said they were almost to the courthouse. When they showed up, they explained their tardiness on a “messy breakfast,” which only led to more questions.

He went on to explain that they left the house late and grabbed a yogurt to eat on the road. While driving and eating the yogurt, the yogurt spilled all over his clothes. Instead of cleaning it up when he arrived at court, he decided to return home and change to leave no trace of the Messy Breakfast.

Luckily, the court had a busy schedule and the delay wasn’t very noticeable. But if you’re ever going to be late for court, make sure it’s because of something more important than a Messy Breakfast .



We have a new Team Member — Meet Linda!



Born and raised in Utah.



Loves hiking and camping.



**Graduated from UVU in
Criminal Justice.**



**“Utah Eviction Law is my
favorite place to work”**