



Landlord Letter

February 2018

Drafting Eviction Notices



We often receive calls asking how the landlord should word an eviction notice and how much detail should be included in each eviction notice. Some eviction notices don't require any explanation or detail (i.e. No Cause Notice to Vacate for Lease Termination). In general, while you don't need to spill your guts and list EVERYTHING that your eviction is going to be based on, you want to at least put the tenant on notice of why they are being evicted.

Most evictions don't make it in front of a judge for a hearing (the tenant either complies with the no-

tice, they vacate the property, or they don't dispute the eviction). But you should always act as if you'll be in front of a judge explaining your case. It is fine to have general statements in an eviction notice and then provide details to the judge at the hearing, but those details at the hearing should be along the same lines as the general statements in the eviction notice.

For example, we had a case a while ago where the tenant became violent and attacked his sig-

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What people are saying about US!!!

Extraordinarily excellent law firm! I value their firm's up to date forms and wise counsel. I highly recommend their legal services.

~L.D. Centerville, UT

QUICK TIPS—Late Fees and Charges



If you want to charge late fees, make sure they are clearly outlined in your lease agreement.



Late fees must be reasonable. If the case needs to go to the Judge, you want to be fair in your late fee charges.



Keep track of all documents related to any other fees and charges, such as utilities, HOA fees, eviction notice charges, etc.



Apply any tenant payments to late fees and other charges, BEFORE it goes to rent. That way you can let the tenant know that rent is still due, not just the fees. It makes a potential eviction case stronger.

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nificant other and damaged the unit. The police were called, but the tenant wouldn't answer the door and the police forced their way into the unit which damaged the door.

Whenever we receive a call like this, we pull up our own website (www.utahevictionlaw.com) and review our list of eviction notices to see which notices apply. In this situation, we decided to serve these notices: (1) Lease Violations, (2) Nuisance, (3) Criminal Acts, and (4) Waste (Damage) to Property.

The language for each notice started in a similar manner (i.e. "The police were called from criminal actions based on a verbal and physical dispute within your unit which violated the lease, created a nuisance and damaged the property."). But then we

also tailored the language to support each type of notice:

Lease Violations – "See ¶14 (prohibiting damage to property) & ¶20 (prohibiting nuisances and/or loud noise)."

Nuisance – "These actions have interfered with the quiet enjoyment of other tenants and neighbors, creating a harassing and uncomfortable situation."

Criminal Act – "These actions constitute vandalism, and/or assault/battery."

Waste – "Holes in the walls of the living room, damage to the front door from the police forcing entry."

You could probably be even less descriptive, but this example puts the tenant on notice as to why they're being evicted. It also paints a clear picture for the judge as to why we need an eviction.

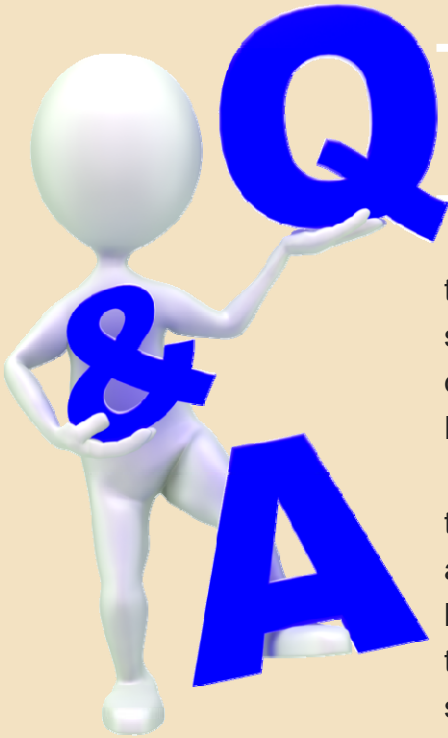
Attorney Jeremy Shorts

Dear Attorney,

How many Eviction Notices can I serve? Is there such a thing as too many eviction notices?

Serving more than one eviction notice to a tenant is often an effective way to establish a strong eviction case and to inform your tenant of all possible reasons for a potential eviction being filed with the court. One of the most frequent questions we get as eviction attorneys is "Do I have to serve a 3 Day Pay or Quit Notice if I know I want them out for other violations?"

It is best to serve the tenant with all possible notices that apply to the situation. If you do end up in front of a judge, you have multiple bites at the apple and you can show the court that your case is solid. If the tenant is a nuisance, but hasn't paid rent, give them 2 notices about the nuisance and the rent. If they pay within 3 days, fine, you can still pursue the eviction based on the nuisance. However, if they don't pay, then you are going to court with your nuisance notice as well as the 3 day pay or quit. A judge is much more likely to give you a fast, favorable ruling on non-payment of rent, without even needing to address the he-said-she-said issued involved with an eviction based on a nuisance.



Know Your Notice • *Unlawful Business* •

Purpose: To evict your tenant for conducting an unlawful business on your property.

*Make sure your evidence is strong
(witnesses, police reports, activity logs, etc.).*

Keep good records of the unlawful business being conducted (i.e. pictures, emails, texts, etc.)

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

This notice does NOT give the tenant an opportunity to cure. The tenant must vacate within 3 days or face an eviction.

Courtroom Chronicles — Sleepy Head

We were trying to serve eviction papers to a tenant, but we let our process servers know this one might be tricky because the tenant would often sleep in a van on the back side of the property.

On one of their attempts, the process servers found the tenant asleep in the van. They knocked politely, but he either couldn't hear them or wouldn't wake up. Unfortunately these papers have to be hand delivered to a person that's awake, so they continued to knock, getting a little louder each time.

The tenant eventually woke up (barely) and looked at the process server. The asked the tenant "Are you Brett?" and he said yes. But when he realized he was being served he pulled the blanket over his head and refused to receive the papers.

Under Utah law, if someone refuses to accept papers, the process server can state what the papers are and offer to leave a copy. The process server did that, and left them under the windshield wipers of the van to count as service.



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Landlord Consultation!

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Parting Thoughts

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