



Landlord Letter

May 2020

Federal CARES Act & Evictions

On March 27, 2020, Congress passed and President Trump signed the “Coronavirus Aid, Relief, and Economic Security Act” (CARES Act). One section of the CARES Act directly impacts landlords and housing (§4024 entitled “Temporary Moratorium on Eviction Filings”).

In summary, the CARES Act places a 120 day moratorium (ending July 25, 2020) for properties that participate in certain government housing or programs, or if you have a “federally backed mortgage loan” (such as FHA, VA, USDA, LIHTC, Fannie Mae, Freddie Mac, etc.). In these situations, the CARES Act moratorium prohibits the landlord from (1) filing an eviction for nonpayment, (2) charging late fees or inter-

est, (3) serving a notice to vacate, and (4) any notice to vacate must give the tenant thirty days to vacate.

The federal moratorium DOES NOT APPLY if: (1) your property is owned “free and clear”, (2) you don’t participate in certain government housing programs, and (3) you don’t have a “federally backed mortgage loan”.

How do you determine if you have a “federally backed mortgage loan”? We are the local attorneys for the National Apartment Association (NAA) in Washington DC and have been working with them to comply with the new CARES Act. Based on our experience and recommenda-

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What people are saying about US!!!



Evicting a tenant is difficult for everyone involved. Utah Eviction Law took care of everything. They made a difficult situation much better than it could have been. . .

~W.B. —Google Review

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tions, if a client is considering filing an eviction during the 120 moratorium we are suggesting that the landlord do ALL of the following:

- **Verify that you do not have an FHA, VA or USDA mortgage** by reviewing your loan documents or call your mortgage company, AND
- **Verify that you do not participate in a "federal assistance program"** such as Section 8, Housing Choice Vouchers, rural development, and Low Income Housing Tax Credit (LIHTC) programs, AND
- **Contact Fannie Mae** either online (<https://www.knowyouroptions.com/loanlookup>) or by phone (801-232-6643), AND
- **Contact Freddie Mac** either online (<https://www3.freddie.mac.com/loanlookup/>) or by

phone (800-373-3343), AND

- **Contact your current mortgage company** (you may be on hold for a while so plan on delays, but this is a critical step).

We recommend that you **do all of these steps** to help determine whether the CARES Act applies. Document each stage and what the websites are telling you and save them to your computer (via screenshots, printing, or saving as PDFs). If the CARES Act applies, the moratorium will expire on July 25, 2020. If the CARES Act does not apply, then we will be under the normal eviction rules within Utah. The CARES Act is new so it can be difficult to predict how it will be applied, but being cautious and thorough will help to avoid problems if you need to take a case to court.



Do's and Don'ts of Maintenance & Repairs

✓	DO keep receipts, invoices & estimates of work done to verify amounts owed.	✗	DON'T Handle maintenance and repairs verbally. Make sure your lease is clear on who is responsible for what.
✓	DO make sure you provide 24 hour notice for any inspections, maintenance or repairs unless it's an emergency.	✗	DON'T Ignore reasonable requests for repairs from the tenant. At least inspect the property to see what's going on and verify if a repair is needed.
✓	DO ensure all issues regarding maintenance and repairs are addressed properly in your lease agreement.	✗	DON'T assume the tenant has taken care of the repair that's needed.

Dear Attorney,



Q: *Are there any new laws for 2020 that I should be aware of as a landlord? ?*

A: Yes! New laws are usually passed during the legislative session between February and March of each

year and go into effect the beginning of May. This year most of the law changes impact how the courts handle evictions (which we will handle behind the scenes), but there was one important change with eviction notices.

When serving a three day pay or quit eviction notice, the timeline is now to count three BUSINESS

days instead of calendar days. We have updated our form on our website to reflect this change – www.utahevictionlaw.com/utah-pay-or-quit/.

If you have a tenant that is behind on their rent or other fees owed under the lease, use this notice to give your tenant an opportunity to get caught up on their rent. The day you serve the notice is day zero, and the first day is the day after you serve the notice. That is true whether you serve an eviction notice early in the morning or late in the evening. So an eviction notice served on a Thursday morning at 8:00 AM would expire three business days later (Friday, Monday & Tuesday). If the balance is not paid we can file an eviction on Wednesday.



Know Your Notice •Assigning & Subletting•

Purpose: Terminate your lease if your tenant has assigned or sublet in violation of the lease.

A notice of eviction based on assigning or subletting must provide the tenant 3 calendar days to vacate the property.

This is NOT a comply or vacate notice. Rather, compliance occurs only if the tenant vacates 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.

Keep in mind, an eviction based on a notice for subletting may turn into a he-said-she-said battle. Make sure your evidence is solid.

Courtroom Chronicles – Caught in a Lie



In a recent eviction the tenant was adamant that the neighbors were lying about their claims of nuisance and excessive noise from his stereo. "In the past have you ever been evicted, had prior problems with landlord, or been accused of nuisance/loud music?" He testified under oath that he's never had any prior problems. Apparently we were trying to evict a Boy Scout.

The tables turned when we were able to provide the judge with a copy of a police report from his prior apartment complex where this tenant not only was accused of playing loud music in the middle of the night, but when a neighbor asked him to turn it down it escalated to the point where the police were called due to an assault. That incident resulted in an eviction order signed by the judge. But not just any judge, it was the same judge we were in front of for this new case. The judge even said "Yep, that's my signature on the prior eviction order."

After using the police report and prior eviction during cross examination to show he was lying, the judge ruled his credibility was shot and granted our eviction.



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.
- 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 "Utah Eviction Law Reviews" and click on our link).



Evictions Intimidating?
Don't forget! You can
contact us for a **FREE**
15 minute
landlord consultation

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