



Landlord Letter

April 2021

Utah has \$25 BILLION for COVID Rent Assistance

As the pandemic began early last year, Utah was given over \$20 million for emergency rent relief. These funds needed to be used by December 2020, or they would be sent back to the federal government. Around December 2020, the state announced that these funds had been used, which meant that hopefully more funding was on the way. Through the Consolidated Appropriations Act of 2021, Congress allocated an additional \$25 Billion (with a B) for rent relief nationwide, known as the Emergency Rental Assistance Program (“ERAP”).

With Utah accounting for around 1% of the nation’s population, that would normally put us receiving around \$25 million of the \$25 billion. However, based on the language in the Act, each

state received a minimum of \$200 million in ERAP funds. Utah’s final ERAP allocation was \$213 million for 2021.

If you have any tenants that are behind on rent due to COVID, either side (the landlord or the tenant) may apply for rent assistance. If you had previously applied for rent relief in 2020, you need to know the process and requirements have changed (the application requires more verification and documentation). However, the 2021 ERAP program also increased the amounts the program will pay (including attorney fees in certain situations) from \$2,000 per month to around \$5,000 per month.

(Continued on page 2)



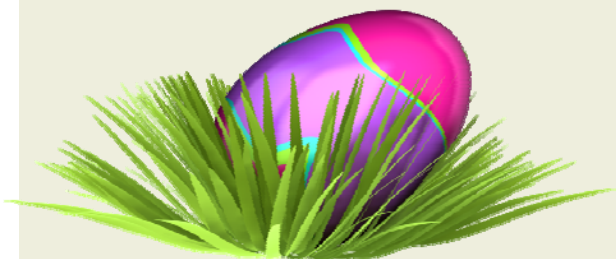
What people are saying about US!!!

Google
REVIEWS



“This is my first experience with the eviction process. I contacted Utah Eviction Law and was given clear, detailed and helpful information. . . .”

~S.T.—Google Review



(Continued from page 1)

To qualify, in short, the tenant has to be below 80% AMI, or Area Median Income ([Click Here](#) to view your county and household size limits), the tenant must have experienced financial hardship or a reduction in income, and there has to be a risk of housing instability or eviction.

In addition to paying past due rent, the 2021 ERAP program may pay up to three months of FUTURE rent as long as the lease is still in place. In a month to month situation it may require a quick lease extension in order to pay the three months of future rent. Finally, the language in the 2021 ERAP program also states the funds can be used to cover other costs (utilities and fees associated with the lease, including attorney fees if your lease allows them).

By now you're probably wondering – What is the application process? You have two options: (1) work through the application yourself at rentrelief.utah.gov, or (2) we will handle the application at a cost of \$150 but it usually ends up being free (we can add these attorney fees to the balance and include this fee in the application request).

If you would like our help with the 2021 ERAP applications, please do two things: (1) send us a quick email letting us know you'd like our help (info@utahevictionlaw.com), and (2) start gathering a few of the documents we'll need – contact information for you and your tenant, signed lease agreement, payment ledger (please add the \$150 application fee to your ledger), and utility statements.

Attorney Jeremy Shorts

Know Your Notice

• Declaration of Abandonment •

The Declaration of Abandonment serves two purposes: (1) it declares the real property abandoned before the landlord re-takes possession, and (2) sets up the sale/donation of any abandoned personal property the tenant left behind.

Be cautious... A Declaration of Abandonment is a necessary and useful tool, but if a judge later determines the property was NOT abandoned, the landlord may be responsible for treble damages.

Purpose: Assists the landlord in re-taking possession when a tenant has abandoned the property.

Once the 15 days has expired, the landlord may sell/donate the items. However, the landlord must give written notice of the sale at least five (5) days before the sale.

There is no notice requirement in order to declare a property abandoned, but prior to selling or disposing of any personal property the landlord must give a Declaration of Abandonment and store the items for a minimum of 15 days.



Dear Attorney,

Q: *What is the state law on how much a landlord can charge for serving eviction notices?*



A: There is not any specific state statute that addresses charges related to serving notice. This means that you would need to rely on your lease agreement to determine what (if anything) could be charged, but you should still be reasonable.

The best option is to have your lease specifically state an amount that will be billed for serving eviction notices. This could be stated along these lines: “In the event of Tenant’s default, Tenant is responsible to pay the greater of \$ _____ or the actual costs of service each time a notice is delivered.”

You will need to determine the final amount of the fee that is being charged. If the fee is too high, a judge could rule the fee unreasonable and decide not to enforce it (again, there isn’t anything in the statute that addresses this).

As a comparison for our other cases, process server normally charges in the range of \$30-50 to serve a notice. This is probably a good indicator of what is reasonable.



Quick Tips to Ask When Hiring an Attorney

Ask these questions BEFORE you tell an attorney about your case.

- ✓ What is your specialty? (You want to hire an expert in that field!)
- ✓ How many cases like mine have you handled in the last month?
- ✓ What professional groups or associations are you involved in?

If you don’t feel comfortable hiring them, then move on and call someone else!

Courtroom Chronicles – It's a Fake!!!

When you hand a case over to your attorney, it's best to COMPLETELY turn it over (communication, negotiations, stress, etc.). It helps to avoid confusion and lets us do our job to protect you.

We recently had a case where the tenant filed a "Settlement Agreement" with the court showing that our client had, behind our back, apparently negotiated and signed a terrible settlement agreement. When we contacted the client to ask what was going on, they were adamant that their signature was forged. They were so adamant that they told us (repeatedly) to hire a handwriting expert, which we had never done before and haven't had to do since.

Turns out they have handwriting experts in Salt Lake, and good ones too. With their help we were able to prove it actually was a forgery. The tenant quickly backed down, and our eviction and judgment were allowed to proceed.



Contact us for
a **FREE**
Landlord
Consultation!

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

