



Landlord Letter

May 2022

Legislative Update – New Laws for 2022

Landlords should always be on the lookout for new laws and policy changes. May is our month to cover the legislative updates over the last year.

Section 8 Guarantee Fund Renewal (HB 36)

Landlords can often be stuck with repairs when a tenant moves out. Several years ago the Utah legislature set aside a fund of \$1,000,000 to help landlords that were left with repairs from Section 8 tenants. Those funds have been exhausted, so the legislature replenished the Section 8 Guarantee Fund with an additional \$750,000.

The funds will not be available until July 2022 and claim amounts are capped at \$5,000. To make a claim the landlord has to be awarded a judgment from the court covering the damages owed. Remember, source of income is protected class in Utah

and you are required to accept tenants with Section 8 vouchers as long as they meet your other rental criteria.

Eviction Expungement (HB 359)

Some evictions involve good tenants that fell on hard times. However, prior to this year, Utah had no vehicle to expunge (or erase) an eviction even if both landlord and tenant were in agreement.

Under this new law, evictions may be expunged in the following situations: (1) the eviction was dismissed by the court, (2) through the stipulation of both the landlord or tenant, or (3) if the tenant has satisfied any judgment owed to the landlord, the tenant filed a petition with the court, and the landlord does not object to the expungement within 60 days.

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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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Meth Decontamination by Cities (HB 137)

When a home is contaminated with methamphetamines, the property is quarantined until it is cleaned by a certified decontamination specialist. That can often take thousands of dollars to accomplish, which can make cleanup out of reach. If an owner fails or refuses to perform the cleanup, no one can force the owner to perform the cleanup, until now.

If an owner fails or refuses to clean up a meth contaminated property, cities can now perform the cleanup themselves and bill the owner for the cleanup. However, there is a waiting period of 180 days before the city can force the cleanup.

Reminders from Prior Years

It seems that updates from prior years haven't quite sunk in yet. As a brief reminder:

- Pay or quit notices are now three BUSINESS days (not calendar days). Make sure you are using our updated notice.
- Late fees are capped at the greater of (1) 10% of monthly rent or (2) \$75.
- Prior to accepting a security deposit, you must disclose what monthly set fees will be listed on the lease (for rent, media packages, etc.), and also disclose the TYPES of fees that may vary (i.e. utilities, etc.).

Attorney Jeremy Shorts



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: *My tenants texted me that they were moving out so I found a new tenant that is scheduled to move in. Now my existing tenants changed their mind and are refusing to move out. What should I do?*



A: Most of the time a written notice is required to terminate a lease. A situation like this is really fact intensive, so it's important to begin by reviewing your lease. Does it address how to handle this situation? If it is, then follow your lease. If not, the tenants may have an argument that the lease wasn't properly terminated because a text may not be "written notice". In this situation, you should work with the prospective new tenant to terminate the agreement and refund any deposit and prepaid rent.

Before filing an eviction with the court you usually need a written notice terminating that lease that you

can show to the court. Unfortunately the tenants' text that they will be vacating may not be enough to comply with the statute to enable you to pursue an eviction.

Hindsight is 20/20, and this is certainly one of those situations. If you receive an informal text from a tenant saying they're vacating the property, we recommend that you follow up with a formal termination notice just to be clear. That way if they do not end up leaving, you now have grounds to proceed with an eviction.



Quick Tips: Organization of Your Eviction Case

- Make sure eviction notice copies are legible and complete (dated, signed etc).
- Lease agreement copy is legible and signed.
- Include a detailed ledger that breaks down the balance (rents, late fees, utilities, etc).
- Copy of any relevant communication between landlord and tenant (emails/texts).
- Include pictures that are helpful (before/after for any damage or posting of notices).

Courtroom Chronicles – David, Goliath & the Law



Some people think big shot law firms provide big shot results. That's not always true. In a recent eviction hearing the landlord went with a big shot attorney at a well known Salt Lake law firm. The big shot attorney probably billed hundreds or thousands of dollars in preparation and expected to win. The tenant couldn't afford an attorney, so they were appointed a volunteer 3rd year law student the day of the hearing.

The big shot attorney confidently put on his case by calling witnesses, presenting evidence, and arguing zealously on behalf of his client. The law student didn't call any witnesses, but he was able to get the case dismissed by arguing that the eviction notice was defective because it referenced "three calendar days" instead of "three business days". Despite having not paid rent, the tenant won and the case was dismissed. Experience matters, especially in eviction cases which require strict compliance.

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Parting Thoughts

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Welcome
MAY

Phone: (801) 610-9879

Email: info@utahevicitionlaw.com

Website: www.utahevicitionlaw.com