



Landlord Letter

November 2022

Crime Victim's Rights

Utah law is clear that a landlord cannot change the locks to exclude a tenant from the property. However, there are a few exceptions. One of which is to protect victims of crimes.

Under Utah law (beginning at Utah Code Ann. § 57-22-1), a tenant that is a victim of a crime has certain rights that can be exercised to protect them from future issues. But before these rights are exercised, the victim/tenant must satisfy certain elements.

First, the victim/tenant must provide the landlord with documentation showing they are a victim of a crime (typically domestic violence, burglary, stalking, etc.). The statute lists the two acceptable forms of documentation as: (1) a protective order signed by a judge, or (2) a police report.

Once the victim/tenant has provided this documentation, the tenant may choose two options: (Option #1) to have the owner change the locks at the victim/tenant's expense, or (Option #2) to be removed from the lease by paying 45 days of rent.

If the victim/tenant elects Option #1, the victim/tenant requests that the owner change the locks to exclude the perpetrator/tenant from the property. The victim/tenant must pay for the locks to be changed, and the statute specifically authorizes the owner to NOT provide the perpetrator/tenant with a new key ("Notwithstanding any rental agreement, an owner who installs a new lock ... shall refuse to provide a copy of the key ... to the perpetrator.").

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What people are saying about US!!!

Utah Eviction Law - They are amazingly helpful and friendly. They are super responsive with questions and their documents on the websites are so easy to navigate. Thank you!

~Y. C. —Google Review



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In this situation the perpetrator/tenant cannot access the property, but they are not removed from the lease and are still financially responsible to pay rent.

On the other hand, if the victim/tenant elects Option #2, the victim/tenant must be in full compliance with the lease and Utah law (including being current on payments), and the tenant pays 45 days of rent. Upon those events, the victim/tenant is removed from the lease and the perpetrator/tenant remains responsible to pay rent and perform under the lease.

Between these two options, it is up to the victim/tenant to decide which option they want. If your tenant has been a victim of domestic violence, it's best to communicate with them and help provide a safe and secure place to live. Make sure to docu-

ment your file and have the victim/tenant sign off on the required document to either change the locks or be removed from the lease. If you find yourself in this situation, be cautious and contact legal counsel to make sure you are protected.

Attorney Jeremy Shorts



DOs & DON'Ts Inspections

- ✓ Communicate with your tenants and give them 24 hours notice.
- ✓ Take pictures to verify anything that you see or need to work on.



Show up unannounced.



Over-inspect – Your tenant is entitled to quiet enjoyment of the property.

Know Your Notice

• Five Day Tenant At Will Notice •

Purpose: Give a squatter notice that they don't have a lease and must leave.



A Tenant at Will Notice gives the tenant five calendar days to vacate the property.



Even without a written lease, a tenant might not be a tenant at will if the landlord has given verbal permission for the tenant to live there.

The only option for a tenant to comply with a Tenant at Will Notice is to vacate the property. There is no other cure.

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



Dear Attorney,

I just learned that my tenants are getting divorced and they want me to cancel the lease. What should I do?



The quick answer is that a divorce DOES NOT impact the lease agreement. One of the tenants may decide to move out because of a pending divorce, but that does not remove them from the lease and they are still obligated to continue to make payments.

We have had a few cases where the judge in the divorce case went so far as to say that the lease agreement was terminated. But such an order is typically not legal. The problem is that the landlord is NOT a party to the divorce case, so a divorce judge cannot make rulings and orders against a landlord when the landlord wasn't involved in the divorce case.

It's always best to work with people and see what could be done to remedy the situation, but a divorce case (or even a divorce order) doesn't normally impact contracts like lease agreements.

Landlord Laughs – “Don’t Lock Me INSIDE!!!”

Utah law is clear that the landlord cannot usually lock a tenant out of the property without going through the proper steps. But every case is just a little bit different.

In one case, the tenant did all they could to avoid an eviction. We ended up at an eviction hearing and an eviction order was signed by the judge. A few days later, when the lockout was scheduled to occur, we got a phone call from the tenant claiming they were locked

INSIDE the property. We’ve heard claims of being locked OUT, but never about being locked INSIDE.

After a quick call to the landlord we learned that the landlord didn’t know the tenant was still in the property and they locked the gate at the end of the driveway, locking the tenants and their vehicles INSIDE the property. Fortunately, the constable arrived and everything was resolved.

Parting Thoughts

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- 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 Google Reviews” and click on our link).

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