



Landlord Letter

Handling Habitability and Deficient Conditions

Under Utah law, the Utah Fit Premises Act (“UFPA”) outlines the obligations of a landlord and tenant related to handling repairs and habitability issues. The UFPA states some general requirements for all landlords and tenants under Utah law, but it goes into detail in describing how to handle problems and repairs. As a practical matter, when a tenant makes a request for a repair, the landlord should take the request seriously and act in a timely manner. As a legal matter, it is important for each landlord to know the requirements imposed by the UFPA when dealing with these repairs.

First, the timelines stated below are usually triggered by the tenant giving a written “Notice of Deficient Conditions” which outlines the deficient condition and also alerts the landlord of what they intend to do if the problems are not fixed in a timely manner.

There are three primary types of property conditions addressed in the UFPA, and each one has their own

timeframe to act depending on the severity of the issue. Under Utah law, “Lease Conditions” do not impact habitability but are still required under the lease. After receiving proper notice from the tenant, a landlord has ten calendar days to take substantial action toward correcting lease conditions.

More serious problems are often classified as “Deficient Conditions”, which create habitability issues if they interfere with the health or safety of an ordinary renter. A Deficient Condition cannot be caused by the tenant and is not created by the tenant’s actions that violated the lease or applicable law. In this situation, landlords have three calendar days, after receiving proper notice, to take substantial action toward correcting a deficient condition.

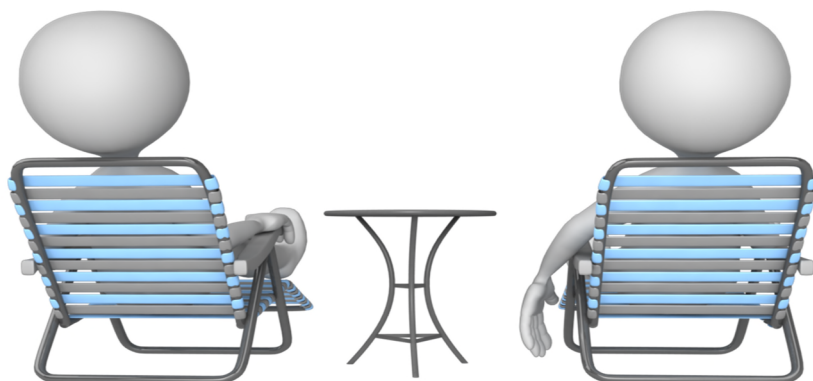
Finally, “Dangerous Conditions” are deficient conditions that also pose a substantial risk of imminent loss of life or significant physical harm. For a Dangerous

(Continued on page 2)

hello,

JUNE

*It's been a while since
I've seen you last...*



Condition, the landlord has 24 hours to “commence remedial action to correct the dangerous condition and diligently pursue remedial action to completion.”

You’ll notice that the statute doesn’t require the landlord to completely fix the problem within 24 hours, three days or ten days. But the landlord is required to take substantial action toward correcting the condition and follow through until it’s complete.

However, we always advise our clients to take two important steps that are more practical advice to avoid disputes. First, do everything possible to completely fix the problem within the corrective time

frames. If the problem is completely fixed, there’s no dispute whether the landlord took substantial action to correct the problem. Second, over communicate with your tenant about the repairs and what is going on. Before the corrective period expires, send them something in writing (email, text, letter) that outlines (1) everything that has been done to correct the problem, and (2) what still needs to be done to finalize the repairs. Taking care of problems promptly can save thousands of dollars in legal fees if it ends up in court.

Attorney Jeremy Shorts



Know Your Notice

•Nuisance•

Purpose: Used to terminate your lease based on your tenant’s actions that constitute a nuisance.

Use this notice when your tenant is interfering with someone else’s comfortable and quiet enjoyment of their life or property.

A nuisance can be anything that injures someone’s health, is indecent, or is offensive.

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

*Some typical types of nuisance:
Disturbing neighbors, late and loud parties, smoking, gambling, prostitution, buying/manufacturing/selling drugs.*

Dear Attorney,

Last month I served my tenant with a pay or quit notice and they didn't pay. We're now into a new month, do I need to serve a new pay or quit notice?

The quick answer is NO, as long as no payments have been made since the pay or quit notice has been served.

The eviction notice should list the balance that is past due as of the date it was served. If you served the eviction notice last month and they haven't made any payments, the eviction notice is still valid and we can move forward with filing the eviction with the court.

When we file our case, we will let the court know that the eviction notice listed the

balance due as of the date it was served. But we will also explain that as of today's date (when we file the complaint), the current balance is \$_____ and we can include the rent for the current month.

That all changes if the tenant has made any payments since the eviction notice was served. If a landlord accepts any partial payments, that cancels the effectiveness of the eviction notice and a new notice with the current balance should be served.

Quick Tips of Security Deposits

- ✓ Require the initial payment (rent & deposit) to be paid via certified mail, online, or in person.
- ✓ Make sure your lease outlines the terms of the deposit (when it's paid, what it can be used for, and what portion is non-refundable) and don't allow the deposit to be used for rent.
- ✓ Check your lease, but if the deposit has NOT been paid and is past due, consider applying the next rent payment towards the deposit which leaves a balance still owing. Serve a three day pay or quit if needed.
- ✓ Do not assume the tenant will not ask for the deposit back after they have left. Ensure you detail how the deposit was applied and properly notify the tenant of the deposit disposition.

Courtroom Chronicles

We watched the judge handle another eviction case while we waited for our case to be called. It ended up being another example of why you should have an attorney anytime you're going to court.

The landlord and tenant were formerly a romantic couple. The girlfriend (landlord) allowed the boyfriend (tenant) to move in while times were good. When the romance turned south and the relationship ended, the girlfriend assumed that ended the boyfriend's tenancy (which isn't always the case).

When the boyfriend failed to vacate, the girlfriend took things into her own hands. The girlfriend didn't follow the law and decided to attempt a

nuisance eviction (bad move). At the eviction hearing, the girlfriend explained that the nuisance was that the boyfriend only contributed booze on the weekends (which isn't a nuisance). It also came out that the girlfriend had thrown the boyfriend's belongings out of the house and changed the locks several days prior to the hearing (another bad move).

The judge ended up telling them both "Look, I can't sign an eviction order because the law wasn't followed, but I'm also not going to sign an order saying the boyfriend can move back in. You'll just need to figure this out on your own." An experienced attorney could have turned this nightmare into smooth sailing.



SUMMER

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 "Jeremy Shorts Utah Reviews" click on our link).



Google
REVIEWS

What people are saying about US!!!

"David Gardner went above and beyond to offer me legal advice. I was panicking due to the discovery of the meth on my rental property in the process of trying to sell. David gave me the right advice at the right time..."

~G. S. —Google Review