



# Landlord Letter

August 2023

## What Should Your Lease Include?

If your case ever ends up in front of a judge, there are two primary things the judge will use to decide your case: (1) the judge will look to see if any state statutes apply to your situation, and (2) the judge will rely on your lease agreement to decide your case. Your lease agreement becomes a critical component in deciding cases. Because of this, it is critical to make sure you are using a strong lease agreement that has several very important sections.

We have spent hundreds of hours on the forms on our website, with the bulk of that time being spent on our lease agreement (visit [www.utahevictionlaw.com](http://www.utahevictionlaw.com) to download our PDF “Utah Residential Lease Agreement”). Our lease covers nearly any situation that you can find yourself in as a landlord and can help to address common disputes that may arise.

Apart from the obvious provisions (rent, lease start and end date, etc.), let me highlight a few critical provisions that should be in any lease (the paragraph numbers refer to the paragraphs in our

lease):

**Default Provisions (¶19)** – The entire purpose of a contract is to spell out what each side should do, but also to address what remedies are available if there is a breach. You need to outline late fees, interest, and when you can evict a tenant that is in default of the lease. It’s important this is spelled out in a default provision so you have those provisions in place before the default comes up.

**Security Deposits (¶2)** – Your lease should outline the “before, during and after” provisions of the security deposit. When does the deposit need to be paid? What can it be used for during the lease? And how do you handle deposit refunds after the lease has ended?

**Smoking or Animals (¶¶23-24)** – Two common lease violations that we see are when a tenant smokes or brings animals on the property. Read through our language to see if this would cover the problems you’ve seen in the past.

**Attorney Fees (¶33)** – Under Utah law you can claim attorney fees if you have either: (1) a statute,

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or (2) a contract that allows for attorney fees. Most situations aren't covered by statutes, so it's best to make sure your contract has a strong attorney fees provision.

**False Information (¶42)** – What if your tenants lied on their application to get you to sign a lease with them? It happens, and our lease covers that.

**Integration Clause (¶46)** – It is common for other discussions to take place before or after a lease is signed. This provision clearly states that if it's not signed and in writing, then it's not en-

forceable. Such a provision is critical when we are in front of a judge because it limits the disputes and the agreements to what is listed in the lease.

There are other provisions that are important as well, but these are some of the highlights that you should make sure you are using. We've already done the heavy lifting for you, so make sure you use our fillable form PDF lease for all your Utah rentals.

*Attorney Jeremy Shorts*



## Quick Tips on Eviction Notices

- If applicable, serve multiple eviction notices to strengthen your case (we don't have to prove ALL of the notices, just ONE).
- Include enough detail to clearly explain why they're being evicted.
- Make sure it's filled out and served properly.
- Keep a copy for yourself in case you end up filing an eviction.



## Dear Attorney,



**Q:** *Our tenant didn't qualify for the unit on their own, so we have a co-signer that doesn't live in the unit. When serving an eviction notice, do we need to serve both the tenant and the co-signer?*

**A:** The state statute should control how a judge would view this situation. The statute concerning serving eviction notices ([Utah Code 78B-6-805](#)) focuses on serving the notice to the tenant at the property and doesn't address serving a co-signer. This typically means that serving the notice to the property satisfies the statute. You should document how the notice was served to help support your case.

However, a judge may also look at any notice requirements in your lease to make sure you're also in compliance with your lease. Check your

lease to see if it outlines any requirements for serving notices to the resident or co-signer.

While the statute should be the controlling authority here for serving eviction notices, it is best to give the notice to both the resident (at the property) and the co-signer (at their address) so you don't have to worry about it being a problem later on. The co-signer may pay the balance or help correct the problem to avoid additional legal action. And if the case ends up in court you will be in a stronger position if you served both parties.

## See what people are saying about US!!!



"Jeremy is quick to respond to time critical situations and provides sound advise after listening to the facts in a case. Great service, professional, and quick response times are why I give Jeremy 5 stars."

~T. M. —Google Review

## Courtroom Chronicles

A while back an individual called our office claiming to be an attorney representing the tenants on one of our cases. This happens occasionally and most of the time having an attorney actually helps us work through the case and possibly get it settled. However, it doesn't always go that way.

When the "attorney" called, he quickly mentioned his name but spent most of his time making threats about "burying us in court" and "dragging this out as long as possible". It seemed obvious that he wasn't an attorney, which was made more apparent when he refused to provide his bar number or law firm name to allow us to confirm he was

actually an attorney. After his threats to embarrass us in court, he made it clear that he would see us in court and shake our hand.

We never heard anything else from him after that. No more calls, no court filings, not even an email. Perhaps the most disappointing part was that he didn't even show up to our hearing to shake hands. Since he gave us his name, we were able to confirm (through the wonders of social media) he was a former truck driver turned chef (but not an attorney). Lesson learned – Don't pretend to be an attorney if you aren't, but definitely don't use your real name.



# BACK TO SCHOOL



### Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email at [info@utaheviictionlaw.com](mailto:info@utaheviictionlaw.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/utaheviictionlaw](http://www.facebook.com/utaheviictionlaw)).
- You can also give us a Five Star Google Review (search "Jeremy Shorts Reviews" and click on our link).

***Evictions in Weeks, Not Months!***

*The articles or other writings found in this newsletter are not a substitute for an attorney. They may or may not be appropriate for your situation. You must contact an attorney to receive legal advice based on your specific circumstances.*