



# Landlord Letter

## Avoiding “He Said, She Said”

Most disputes between a landlord and tenant never make it in front of a judge, but you should always act as if each case will. Failing to handle a case properly will increase both your risks and your costs as you pursue your case. There are a few simple things you can do to build a strong case to increase your chances of success if your case ends up in front of a judge.

First – Pay attention to what evidence the judge will use to decide your case. The evidence typically brought to court falls into the category of either “Papers” or “Opinions”. Relying on opinions means we have to bring in witnesses that explain what they saw or heard. They can sometimes be unreliable or unpredictable, and credibility is key. The tenant may also bring in their own witnesses that may contradict what we are presenting.

However, relying on papers (pictures, video, documents, witness statements, etc.) creates a much stronger case that’s usually predictable when presented in court. They say a picture is worth a thousand words, that’s certainly true when you’re in court. Anything we can do to document your file will help create evidence that we can physically hand to the judge.

For example, if you ever receive a complaint from a neighbor or roommate that may lead to an eviction, it’s best to ask them to get pictures or videos showing exactly what those violations are. In one of our cases, the neighbors were complaining about loud music and parties coming from a unit at all hours of the night. The disturbances were causing so many problems

*(Continued on page 2)*



**What people are saying about US!!!**

*We have worked with Utah Eviction law for multiple reasons over a period of many years. Their whole team has been knowledgeable, helpful and professional and guided us every step of the way.*

*~Stacey –Google Review*

(Continued from page 1)

that several neighbors requested the trouble maker be evicted.

Instead of jumping the gun and taking the case to court, we requested that the neighbor keep a written log of violations that outlined the problems they were dealing with. And boy was I glad that we did! When we took the case to court, we had a 30 day log of violations that outlined 23 different entries helping to prove our case. These were 23 different events that the neighbor testified to and then physically handed her notes to the judge showing what she had been dealing with.


On the other side, the tenant brought in several opinions to court – In the form a few friends


who all testified that he was a model tenant and hadn't caused any problems at all. In the end, it was our papers versus their opinions. Instead of a He Said, She Said battle between witnesses, we were able to provide papers to help build our case. The judge easily sided for us and granted our eviction. As soon as you sense that this case might be headed to court, do what you can to document your file and create papers to help prove your case.


-Jeremy M. Shorts





## DOs & DON'Ts of... Security Deposit


 **DO** – Obtain a security deposit **PRIOR** to granting occupancy. Allowing that to drag out can cause landlord/tenant relationship issues and accounting problems.

 **DON'T** – Use the funds before your tenant has vacated the property (unless necessary). We recommend this to maintain your safety net. If you use funds, require the tenant to replace them.

 **DO** – Keep detailed records (receipts/invoices/estimates) on any funds used from the deposit in order to have accurate accounting records.

 **DON'T** – Use the funds for rent (i.e. last month rent). Legally this is fine, but it eliminates your safety net if they damage the property and vacate.

 **DO** – Have terms in your lease that clearly outline how you can handle the security deposit.

 **DON'T** – Apply the funds to repair reasonable wear and tear. Landlords are responsible for reasonable wear and tear, tenants are responsible for damage.

# Dear Attorney,

I plan to sell my rental property with 6 months left on the lease.  
How does the sale of a rental impact the lease agreement?  
Can I terminate the lease if I am going to sell my property?

The quick answer is this – Selling the property usually doesn't impact the lease agreement and the buyer should comply with the remaining term of the lease. This means that the buyer steps into the same shoes that the seller had and takes the property subject to any existing lease. If the lease term still has six months left, then the buyer should honor that timeline and allow the tenant to remain in the property through the lease term.

However, this situation will really be governed by the terms of the lease. Occasionally a lease agreement may provide additional terms that could trigger a legal and early termination of the lease. For example, the lease may state "In the event of a listing or sale of the property, the owner or buyer may provide a 30 day written notice to terminate the lease." In this situation, there may be another argument to terminate the lease. If this is an option, we would recommend that you communicate clearly with your tenants related to what you're requesting and why. It's usually best to communicate and work with your tenants in a situation like this.



## Know Your Notice

• *Three Day Notice for Criminal Acts* •

**Purpose:** To evict tenants who have committed crimes on the property.

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

*Based on the seriousness of the actions, the tenant may not have an opportunity to cure the problems. They must vacate the property in 3 days or they will be guilty of unlawful detainer.*

*Use this notice if your tenants have committed criminal acts on the property that cause risk of health, sanitation, or damage to your property, other tenants or neighbors.*

*This can become a he said she said battle, so document any criminal acts. Witnesses and/or police reports are critical in proving the grounds for eviction.*

## Courtroom Chronicles

Our clients are often relieved once we are able to obtain an eviction order so they can retain possession of their property after a tough case. We recently had a case that went just a little beyond our client.

After the judge had signed off on the eviction order, we contacted the constable to enforce the order and change the locks on the property. This particular tenant had not only driven the landlord nuts, but had caused problems throughout the entire neighborhood!

As the tenant finished gathering her final items out of the house, multiple neighbors came out to the sidewalk to give a standing ovation to the constable for finally removing the tenant from the house and the neighborhood. That's a rare event, but it also shows the substantial problems that just one tenant can cause in an entire neighborhood.



### Rental Housing Association of Utah Trade Show

**Tuesday April 19, 2023**

**8:30 AM to 5:00 PM**

Mountain America

Expo Center

9575 South State Street

Sandy, UT

[Click Here](#)  
[For Registration](#)

