



Landlord Letter

April 2024

New Laws for Property Managers

Utah's 2024 legislative session ended a few weeks ago, let's jump into some of the significant changes that impact landlords and property managers:

- **HB 174 – Automatic Contract Renewals. PASSED (Rep. Cheryl Acton, Republican).** For contracts that automatically renew for longer than 45-days, this bill requires notice to be given prior to the renewal. This potentially impacted lease agreements (if it renewed for a period longer than 45-days) and property management contracts (which often renew on an annual basis). However, Rep. Acton added language that specifically excluded leases and property management agreements.
- **SB 115 – Animal During Evictions. PASSED (Sen. Jen Plumb, Democrat).** This bill provides guidance related to handling pets during an eviction. It requires animal control to take possession of pets after an eviction and then

give the tenant notice of where their pets are being taken.

- **SB 187 – Utah Fair Housing Act. PASSED (Sen. Kirk Cullimore, Jr, Republican).** This bill accomplishes two helpful things. First, it allows small landlords to still claim an exemption to fair housing laws even if the property is owned by an LLC or other business entity. Second, if a landlord appeals a fair housing decision, the current law states the Utah Attorney General's office is required to "support and enforce" the underlying decision that is being appealed. This means the Utah AG's office MUST defend the underlying case, even if new evidence were presented or they simply view the case differently. This bill removes that mandatory defense language and allows the AG's office to re-evaluate the case to consider settlement options while the case is being appealed

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What people are saying about US!!!

“Fast, efficient, reliable. We've worked with both Jeremy and David on eviction cases and they get the job done, even when we approach them with a complicated case. . .”

~D.M.—Google Review



(Continued from page 1)

- **HB 355 – Rent Increase Requirements. FAILED (Rep. Marsha Judkins, Republican).** This bill required 60-days’ notice prior to a rent increase. In committee hearings, the legislature recognized several problems with this bill. Utah is largely a “contract state”, where we would rather have contracts (not statutes) control what people do. Even if this bill would have passed, Utah law permits lease terminations with a 15-day notice. This means instead of offering a rent increase, leases would just be terminated. Because of the lack of consensus with the legislature as well as the questions they raised in the committee hearing, the bill faced several challenges. In the end, the committee voted against the bill, and it failed.

- **HB 578 – Property Management Licensing. HELD (Rep. Jordan Teuscher, Republican).** The Utah Division of Real Estate is considering a separate licensing and training track for those that wish to focus on property management (as opposed to a full realtor license for both sales and management). This bill had substantial support, but because of the complexities involved it was held for future work. It will be fine-tuned over the next several months and watch for this bill to surface again in 2025.

The successful bills will go into effect on May 1, 2024, so get ready! The next legislative session won’t begin until January 2025, so we’ll plan another legislative update early next year.

Attorney Jeremy Shorts

Know Your Notice

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

• Nuisance •

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

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

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,

Q: *I suspect my tenant “isn’t all there” and has a diminished mental capacity. Should we change our approach if we need to proceed with an eviction?*



A: From a practical perspective, yes. You should be reasonable with any tenant, especially with one you suspect has a diminished mental capacity. Do what you can to clearly communicate with them to try to come to an understanding of what is happening. If your lease permits, you could work with an emergency contact or co-signer as well.

If you need to move forward with an eviction, we will follow the same process and comply with state law as we move the case forward. There are a few situations where other steps might be necessary, but that is usually if a court has issued an order that declares the

tenant is incapacitated, of unsound mind, or incapable of conducting their own affairs. In that situation, additional notice may be required to the person the court has appointed as guardian, conservator, or legal representative over the individual.



Quick Tips to Ask When Hiring an Attorney

Ask these questions BEFORE you tell an attorney about your case.

- ✓ What is your specialty? (You want to hire an expert in that field!)
- ✓ How many cases like mine have you handled in the last month?
- ✓ What professional groups or associations are you involved in?

If you don't feel comfortable hiring them, then move on and call someone else!

Courtroom Chronicles — But, We're Done!

If you've ever been to court, you know that **Rule #1** is simple – **Don't interrupt or talk over the judge.** It's a pretty simple rule, but it gets violated.

All. The. Time.

We recently had an eviction hearing that went very well for us, but not so well for the tenant. After we presented our case to the court, the judge was totally on our side. We knew what the tenant was going to complain about, so we let the judge know why we should still win.

When we were finished, the judge turned to the tenant to give them the opportunity to speak. After a few minutes of rambling



from the tenant, it was obvious that we were going to win. When the tenant wasn't getting anywhere, the judge decided to issue the eviction order.

While the judge was giving the ruling, the tenant kept violating Rule #1 by interrupting and talking over the judge. The judge tried to be patient and politely deal with the tenant, but the tenant became more belligerent.

After one outburst, the judge had enough and abruptly said "We're done!" Even that didn't get the tenant's attention, so the judge kept repeating "But, we're done!" multiple times after each outburst until the judge ended the hearing.



Utah Rental Housing Trade Show

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).

Tuesday,

April 23rd, 2024

8:30 AM - 5:00 PM

**Mountain America
Expo Center**

**9575 State Street
Sandy, UT 84070**

