



Landlord Letter

September 2024

Emotional Support Animals and Allergies

Most landlords understand the requirements surrounding Assistance Animals (or ESAs) and are good at following the rules. If a tenant has a disability and a disability-related need for an animal, they generally are allowed to have an ESA. However, there are other situations that arise that aren't as clear.

For example, what if a tenant requests a cat as an ESA but the tenant has roommates or a landlord who has a severe allergy to cats? We recently dealt with an issue where the owner of a rental unit was planning on moving back into the home at the end of the current lease. The tenant had requested an ESA cat, but the owner was severely allergic to cats. The owner was concerned about damage to the home while the animal is there, but also the risk of allergic reactions when the owner returns. Let's talk about some things

you should consider.

First, potential damage from an ESA is NOT a factor in the decision. A landlord cannot deny or discourage a tenant from obtaining an ESA because they are concerned about potential damage to the property. If this were a valid reason to deny an ESA, no ESAs would ever be approved. Focus on the legal factors for evaluating ESA requests (disability and disability-related need), but there are other important items to discuss.

A tenant that properly requests an ESA and backs the request with the proper information or documentation is legally entitled to a reasonable accommodation. This doesn't mean that the tenant's request is always and automatically granted in full. The landlord is

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DO's & DON'Ts of Hiring an Attorney



DO

- Ask questions to gauge their knowledge about evictions.
- Give them the details of your case to allow them to give detailed advice.



DON'T

- Hire an attorney that is NOT experienced in your case.
- Assume certain information or documents are not important (give them everything).

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required to make a “reasonable accommodation.” There are many factors from both perspectives that can determine what is reasonable. This is where an interactive dialogue becomes very important, so both sides can discuss any questions or concerns they have to determine what is reasonable.

The landlord should ALWAYS enter into an “interactive dialogue” with the tenant to discuss any questions or concerns the landlord has related to the request. This means it is rare that the landlord should immediately deny such a request. Discussing the problem often leads to mutually acceptable solutions. Could the tenant find a different type of animal that

would assist them without impacting allergies? Could additional cleaning take place to avoid allergic reactions? If there are roommates in the unit that have allergies, could someone be transferred to another unit? Make it clear that you’re not discouraging or denying the request, we are just talking about options as part of an interactive dialogue. Through an interactive dialogue between the parties, a reasonable solution is often found that would satisfy both sides.

In the end, if the interactive dialogue doesn’t lead to a solution, you should consult an attorney to discuss the specific situation and consider your legal options. Be cautious to avoid a fair housing dispute.

Attorney Jeremy Shorts

Know Your Notice

•No Cause—Lease Termination•

Purpose: Used to terminate your lease at the end of the initial term or during a month to month tenancy.

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

Even if both the landlord and tenant have verbally stated a termination date, it is best practice to follow up with a written no cause notice.

You normally can’t terminate a lease in the middle of a month. If a 15 day notice is given March 20, the lease would terminate April 30.

Unless your lease requires more or less time, Utah law only requires 15 days notice to terminate a lease (but most written leases require 30 days notice).



Dear Attorney,

I just found out that my tenant was arrested and is in jail, does that end their lease?

The quick answer is NO. The lease doesn't automatically end if a tenant is incarcerated, or even if they abandon the unit. Incarceration is usually a temporary situation and not a change of residence,

leading to a temporary absence from the property. This means that the tenant should continue to comply with the lease (including paying rent).

Also, Utah law is clear that a landlord cannot

exclude a tenant's access to their rental unless they go through the court process. Even if your tenant is incarcerated, you may still need to proceed with an eviction to terminate the lease and regain possession of the property.

It is best to consult an attorney to confirm the best way to proceed, but you would typically serve the appropriate eviction notices (for non-payment, criminal acts, etc.). If they fail to comply with the notices, you can proceed with filing an eviction with the court. One significant advantage in this situation, is that it is usually very easy to serve papers to a defendant that is in jail.

Courtroom Chronicles

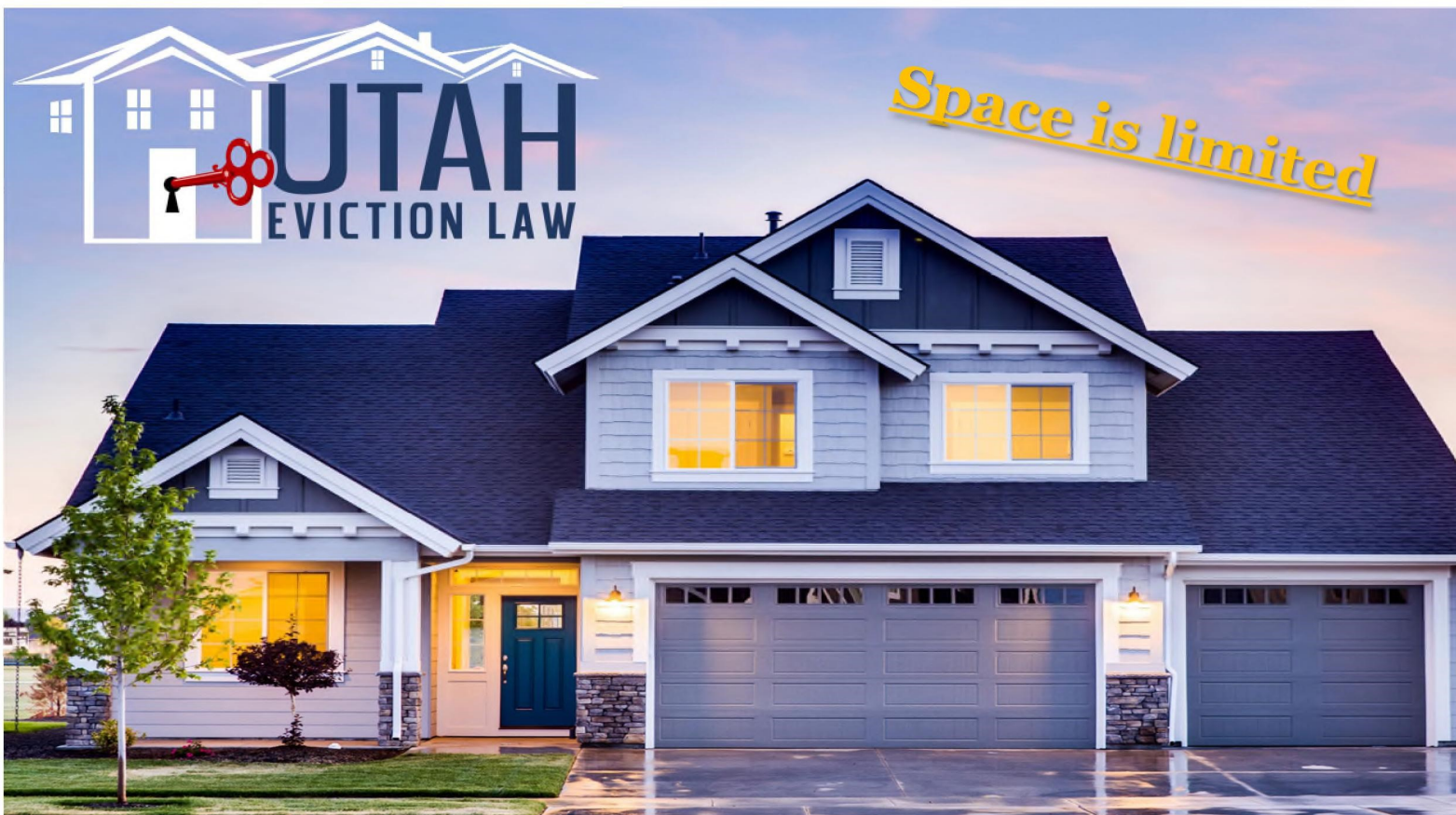
Sometimes landlords and tenants might not know and understand their legal rights and duties. That's why it's extremely important to read your lease, understand the laws, and consult an attorney if you ever have questions.

We heard a story about a landlord that had a question about how to find their tenant. With the information the landlord had, it became apparent that the landlord may be going through mail that the tenant left behind (yes, red flags went up quickly).

The attorney promptly responded that the landlord should just mark the mail "return to sender" and return it to the post office. You should never go through a tenant's mail. To make sure this point was crystal clear, the

landlord was sent a clear email saying do not go through the tenant's email. The landlord simply replied, "Please delete the below correspondence." Message received, and it looks like that won't be a problem in the future.





2024 PROPERTY MANAGERS CONFERENCES

Orem

Thursday, September 19

Registration starts at 8:15 A.M.

Classes are from 9 A.M. to 4 P.M.

998 N 1200 W Orem, Utah

(Keller Williams Building)

Need CE Credit? We'll have a full day of 6 CE classes! Advanced Eviction Training, Deep Dive into ESA's, Utah Fit Premises Act, Working with Difficult Tenants, New Laws for Landlords, & Eviction Case Study!

Visit www.UtahEvictionLaw.com/Conference to register!

Questions? Call 801-610-9879 or email info@utahevictionlaw.com
Tickets include all Classes, Lunch, Prizes, & Drawings!!!