



# Landlord Letter

November 2024

## Why Can You Evict in Utah?

Most evictions in Utah are based on non-payment of rent or end of term notices. However, that's not the only option if a landlord needs to consider an eviction. Many of our calls and conversations start out with this type of question – “Can I evict if my tenant does \_\_\_\_\_?”

Whether it's for lease violations (cleanliness, damage, noise), nuisance behavior (loud music/noise, fights), criminal acts (drugs, assault), there are several things a tenant can do to get evicted. But there are limitations, too. No matter the reason for the eviction, building a strong case will increase your chances of success when you're presenting the case to the judge.

First, and foremost, whatever the violations are, the case must fit within one of the pre-determined grounds for eviction under Utah law:

- End of term, no cause notice to vacate (15-day notice unless your lease states otherwise),
- Failure to pay (3 business day notice),
- Lease violations (3-day notice),
- Nuisance (3-day notice),
- Assigning or subletting (3-day notice),
- Criminal acts (3-day notice),
- Unlawful business (3-day notice),
- Waste/damage to property (3-day notice), or
- Tenant at will (5-day notice).

There are a few other options you could consider prior to changing the locks completing an eviction, but these other options would be fairly unique based on the circumstances. You should contact an attorney to address any other questions you have.

*(Continued on page 2)*



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

They are amazingly helpful and friendly. They are super responsive with questions and their documents on the websites are so easy to navigate. Thank you!

*~Y. C. —Google Review*



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Second, you should make sure that you have the evidence you need to prove your case. Just because something is obvious, doesn't mean you can prove it in court. You have to have witnesses, pictures, video, or other evidence that will back up your case. The language in a lease agreement is critical in a situation like this, because it can often outline the details of what the parties agreed to. If you can prove a breach of the agreement, it can help to secure an eviction.

Finally, you should also consider the severity of the eviction as you're going to court. It is often best to work with tenants and help them come into compliance with the lease or Utah law. But if they refuse to cooperate and are violating the lease or have created a nuisance with other neighbors, you may be left with no other options than to continue with an eviction.

*-Attorney Jeremy Shorts*



## DOs & DON'Ts of Inspections

✓ Communicate with your tenants and give them 24 hours notice.

✓ Take pictures anytime you see something you are concerned about.

✗ Show up unannounced.

✗ Over-inspect – Your tenant is entitled to quiet enjoyment of the property.

# Know Your Notice

## • Five Day Tenant At Will Notice •

**Purpose:** Give a squatter notice that they don't have a lease and must leave.



*A Tenant at Will Notice gives the tenant five calendar days to vacate the property.*



*Even without a written lease, a tenant might not be a tenant at will if the landlord has accepted rent or agreed to terms for them to live there.*

*The only option for a tenant to comply with a Tenant at Will Notice is to vacate the property. There is no other cure.*

*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,

*I have a tenant that just signed a year-long lease. They are active-duty military and just received orders reassigning them to another state. They want to break their lease and they want their full security deposit refunded. What do I do?*

Under the Servicemembers' Civil Relief Act ("SCRA"), if a tenant is on active-duty and receives transfer orders, the tenant may request an early termination of the lease. One common misunderstanding is that the lease may be immediately terminated, which is not true. The lease basically becomes a month-to-month lease, and the tenant must give a 30-day written notice.

In this situation, it is rare that it is a straight 30 days from the date of the notice. Normally the lease ends at the end of a month, and the tenant must give at least 30 days notice of termination. So, if the tenant gives a 30-day notice on De-

cember 10th, the termination date isn't January 9th (30 days later), it is January 31st (the end of that month or term). The tenant is responsible for the rent through the termination date.

The security deposit would be handled under Utah law and the lease, with the exception that there should be no penalties for terminating the lease early. You should clean and repair the unit (and can charge the tenant for damage beyond normal wear and tear). Make sure you also provide your deposit disposition to the tenant within 30 days after they vacate the property.



## Courtroom Chronicles – Is that a JOINT?

Most people are on their best behavior when they're in court. You need to leave a good impression on the judge because credibility is key. Virtual hearings have given people much better access to attend court, but people often do things in virtual hearings that they would NEVER do if the hearing were in person. We recently watched a case where a tenant took that a bit too far.

When the tenant turned his video on for the hearing, we could clearly see he wasn't wearing a shirt. That's a problem, but the bigger issue was he was also smoking on camera. Smoking is never allowed in the courtroom.

It is unprofessional and signals disrespect. What made it worse was the fact he wasn't smoking regular cigarettes (if you know what I mean).

Complete with a roach clip, the tenant was trying to relax before going through a stressful court hearing. Unfortunately for him, it didn't work, and he lost his case.



## Parting Thoughts

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

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