



Landlord Letter

May 2024

National Stories & Squatters' Rights

If you're paying attention to the news, you've probably seen a rash of cases nationwide that involve squatters taking over homes and businesses. Let's quickly address what it is to be a squatter or a "tenant at will". Under Utah law, a tenant at will doesn't have any legal right to occupy the property as a tenant. Some of the common situations for tenants at will involve: (1) a squatter that moves in without permission from anyone, (2) when your tenant moves an unauthorized guest in without your permission, (3) the house is foreclosed on and the prior owner refuses to leave, (4) even if they have the landlord's consent, but their occupancy is "without fixed terms (as for duration or rent)". In any of these situations, you may need to file an eviction with the court.

In any of these situations, Utah law currently requires you to file an eviction with the court. Under Utah law, you would

serve a "5 Day Notice to a Tenant at Will". This notice requires them to vacate the property within five calendar days. If they fail to do so, you're permitted to file an eviction with the court. The eviction process in Utah usually takes between 2-4 weeks to work through.

Squatters have recently become a major problem nationwide. Recently, a Venezuelan migrant in Ohio used TikTok to encourage people to seek out abandoned homes and take advantage of "squatter's rights". In other states where evictions take a substantial amount of time, squatters have taken over properties and taken advantage of "free rent" while the eviction process continues. In Washington State, a judge granted a squatter with a restraining order against the owner of a \$2 million home. The police are often helpless in

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What people are saying about US!!!



Evicting a tenant is difficult for everyone involved.

Utah Eviction Law took care of everything.

They made a difficult situation much better...

~W.B. — Google Review

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these situations, and owners are required to go through long and expensive legal battles.

To remedy this situation, some states (Georgia and Florida) have recently passed legislation that criminalizes squatting. Specifically, if someone takes possession of the property without the owner's permission, or if they falsify a lease agreement in an attempt to gain possession of the property, they can be charged with a crime.

In Utah, the police often refuse to get involved when they could, and they often get involved when they shouldn't. Because of the

lack of criminal statutes in this area, the police in Utah often take the approach that an eviction is required through the civil courts. Perhaps that is something Utah could look at changing, but for now you may need to move forward with an eviction under these circumstances. In any of these situations, you should contact an attorney to make sure you're building a strong case and handling everything correctly.

Attorney Jeremy Shorts



Do's and Don'ts of Maintenance & Repairs



DO keep receipts, invoices & estimates of work done to verify amounts owed.



DON'T Handle maintenance and repairs verbally. Make sure your lease is clear on who is responsible for what.



DO make sure you provide 24 hour notice for any inspections, maintenance or repairs unless it's an emergency.



DON'T Ignore reasonable requests for repairs from the tenant. At least inspect the property to see what's going on and verify if a repair is needed.



DO ensure all issues regarding maintenance and repairs are addressed properly in your lease agreement.



DON'T assume the tenant has taken care of the repair that's needed.

Dear Attorney,

Q: *My tenant has an Emotional Support Animal (ESA) which we've just approved, but we're concerned about the animal and the tenant is refusing to sign our animal addendum. What do I do???*



A: Tenants that request a “reasonable accommodation” under the Fair Housing Act are entitled to an Emotional Support Animal (ESA) if: (1) your tenant is disabled, and (2) the animal assists them with their disability. However, as the landlord, you are still permitted to set reasonable rules related to all animals (including ESAs). To be clear, these animal rules are not focused on ESAs and should be applicable to all animals (pets and ESAs alike).

If you present a tenant with reasonable rules related to all animals, it's best to have them

sign off on the rules so both sides clearly understand what is expected. If the tenant refuses to sign the animal addendum, you're still entitled to enforce reasonable rules related to the animals.

Take reasonable steps to avoid conflict and confrontation. You should always be reasonable and try to come to a consensus with how to proceed, but the tenant and the ESA are required to follow reasonable rules, even if the tenant refuses to sign an animal addendum. Clearly document how these reasonable rules were communicated to the tenant so they are enforceable.



Quick Tips: Organization of Your Eviction Case

- Make sure your eviction notice are legible and complete (filled out, dated, signed, etc.).
- Your lease agreement copy should be legible and signed.
- Include a detailed ledger that breaks down the balance (rents, late fees, utilities, etc.).
- Include copies of any relevant communication with your tenant (emails/texts).
- Include pictures that are helpful (posting of notices, before/after pics showing damage).

Courtroom Chronicles – 101 ESA Dalmatians

Emotional Support Animals (“ESAs”) provide substantial benefits to tenants, but it is a shame that some tenants illegally attempt to take advantage of ESA laws. As long as the tenant qualifies for an ESA, they are entitled to have one in their unit.

We recently had a case where the tenant had an ESA which then had a litter of puppies. The tenant was entitled to an ESA, but now we have a handful of puppies! The owner wanted to be cautious and sympathetic to the situation, but they also didn’t want a litter of puppies running around their property.

When the owner approached the tenant to ask questions about the puppies, the tenant then claimed that the puppies were actually

ESAs for the original ESA!

When we explained that’s not how that works, the tenant was frustrated. No matter how much the tenant objected, we continued to explain that animals are not entitled to their own ESAs. In the end, the tenant came around and realized that we were right and removed the puppies, but for a minute the landlord was worried this would multiply into a larger problem (when the ESA puppies then needed their own ESAs!!!).



Parting Thoughts

- We’re working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email at info@utahevicitionlaw.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/utahevicitionlaw).
- You can also give us a Five Star Google Review (search “Utah Eviction Law”).



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