



# Landlord Letter

December 2024

## Maintenance, Repairs, and the Fit Premises Act

Utah's Fit Premises Act ("UFPA") is found in Utah Code Ann. §57-21-1 to 7 and addresses the owner's and tenant's obligations related to habitability issues and maintenance of the property. It is important for landlords to understand what these obligations are to ensure they are compliant with Utah law, but most of these problems can be avoided by simply acting reasonably when it comes to safety and repairs.

First, before we discuss some of the requirements of the UFPA, it's usually best to handle maintenance and repairs based on common sense. For example, the UFPA does not normally come into play until after the tenant has given a formal "Notice of Deficient Conditions" that outlines the habitability issue of the unit and provides a timeline for repairs. However, even if the tenant only gives informal notice of a repair or habitability issue via text message or email, it is best practice for a landlord

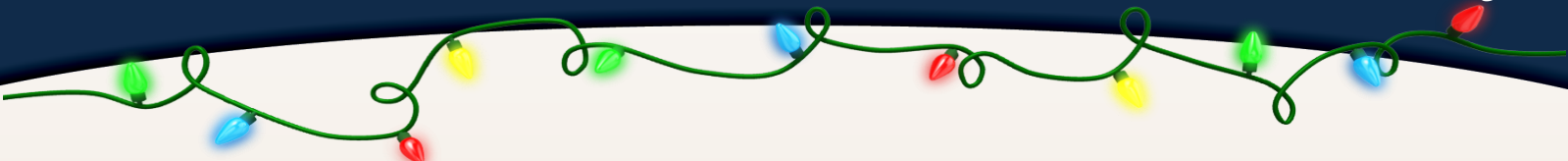
to take the complaint seriously and begin maintenance. Handling issues in a reasonable manner like this helps to keep both sides happy and also avoids liability.

The UFPA only comes into play when there is a habitability issue (usually called a "Deficient Condition") that is not caused by the tenant that impacts the health or safety of the ordinary renter. If the tenant caused the problem or if the tenant is hyper-sensitive to a specific issue, the UFPA shouldn't apply.

If there is an issue with the property that rises to the level of a Deficient Condition, the tenant may give the landlord a Notice of Deficient Conditions that must (1) describe the deficient condition, (2) state the corrective period required to fix the issue, (3) state the chosen consequences if the landlord fails to correct the issue (either terminate the lease

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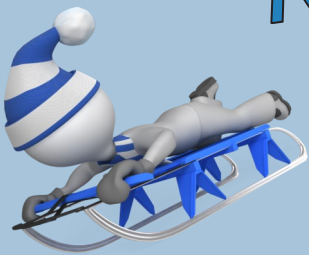
early or repair the item and deduct the costs from future rent), (4) give the owner permission to enter to make repairs, and (5) be served to the owner in the same manner as an eviction notice (personal service, substitute service, or posted service).

When it comes to repairs and deficient conditions, timing is critical. If a landlord receives a notice of deficient conditions, they should seek legal advice immediately to determine how to proceed. The options are to either (1) fix the deficient condition and the lease will continue, (2) do nothing, and the renter's chosen consequence will kick in, or (3) the landlord can elect to terminate the lease. You should approach these options carefully and make sure you are complying with Utah law.

-Attorney Jeremy Shorts

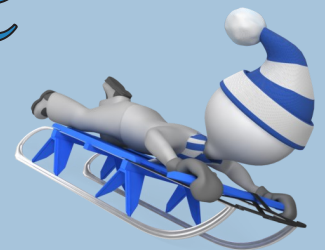


# Know Your Notice



## • Abandoned Personal Property •

**Purpose:** Addresses personal property left behind by a tenant .



*This is a recent change under Utah law when handling abandoned personal property.*

*If the landlord is going to sell, donate or dispose of any items, they must give a notice of sale to the tenant at least five days prior to the sale.*

*A landlord does not have to store hazardous materials, animals, garbage, perishable items, etc.*

*Instead of storing items for 30 days, the law requires the landlord to store the items for 15 days.*

# Dear Attorney,

**Q:** *I have a tenant with an approved ESA who travels a lot for work. They are allowing a friend to stay over Christmas (in violation of the lease) to care for the animal while the tenant travels for work. What do I do?*

**A:** If the tenant meets the requirements for an ESA (they are disabled and require an animal to assist them with their disability), then you are required to make a reasonable accommodation for the TENANT (not the animal). Even with an approved ESA, a tenant cannot usually violate the lease in other ways or create other problems. While your tenant is gone from the unit (either for the day while at work or for several days while traveling), they are responsible to care for the animal. If your lease prohibits guests from staying overnight, having a person that is not on the lease residing in the unit can create problems and is likely a violation of the lease.

But, proceed cautiously. You should participate in an interactive dialogue to raise your concerns in order to try to work through this. Can the animal be cared for at the friend's house while your tenant travels? Can the animal be boarded while they travel? Can the animal travel with them?

Again, you're required to provide a "reasonable accommodation" to the TENANT based on their disability, but certain aspects of situations like this appear to be unreasonable. If the tenant refuses to comply with the other terms of the lease, this could end up as an eviction. Document your case to prove any violations, and consult legal counsel early in the process to address your specific situation.

## Quick Tips ... Record Keeping & Evidence



Memories fade, so document **EVERYTHING** when it's fresh.



Get witness statements and contact information in case they move.



A picture is worth a thousand words  
(1,000 pictures = 1M words).



Don't want to track paper files? Use a scanner.





# Courtroom Chronicles

A tenant was being evicted due to non-payment. At the eviction hearing, the Defendant argued that he shouldn't be required to pay rent because of a cockroach infestation. He claimed the cockroaches were so bad that he would warm up his food in the microwave and by the time he took a bite there was a roach in his mouth! Yuck!

In the end, the judge didn't buy his excuses and the landlord was entitled to an eviction. The judge then asked the tenant how much time they needed to vacate the property. Instead of requesting more

time to move out, the tenant replied, "I need enough time to find someone who will take myself and my roaches!" Wait, whose roaches are they?

The judge wasn't persuaded by this argument and the tenant was required to vacate within the standard 3 calendar days under Utah law. Out of frustration, the tenant loudly proclaimed, "How did I lose?!?" For starters, make sure your rent is paid on time and next time don't refer to them as your roaches!



## What people are saying about US!!!

Very pleased with Utah Eviction Law, Jeremy Shorts, attorney. Everything was handled professionally and as quickly as possible. Evicting tenants is always difficult. Utah Eviction Law helped everything run as smoothly as possible.

~Shaunna — Google Review

*The articles or other writings found in this newsletter are not a substitute for an attorney. They may or may not be appropriate for your situation. You must contact an attorney to receive legal advice based on your specific circumstances.*

