



# Landlord Letter

January 2025

## *Dealing with Unauthorized Occupants*

One of the more common lease violations occurs when a tenant allows or invites someone to live in the property that is not on the lease. It may begin with a short stay for a few days, that can turn into a long-term residency. When this happens, it's common for the offending tenant to deny or downplay the problem with "They don't live here, they just visit a lot." Or "They're just staying for a few days." Let's talk about some legal and practical issues that come up.

First, evidence and documentation are both key. Instead of a "he said, she said" battle, let's gather evidence (pictures, videos, or a lot of violations) that can physically be shown to

the judge. The landlord can gather this information, but often times disgruntled neighbors are closer to the problem and can keep a log that records when they see the unauthorized occupants (with dates, times, physical descriptions, license plate info, etc.).

While gathering evidence, a physical inspection to the property can be very valuable. Make sure you provide 24 hours notice or comply with your lease as you enter. But pay attention to indicators of additional people living in the property (are there extra beds, clothes, or cars on the property?). If you notice something that supports your case, take a picture or video.

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**Lifesavers. Utah Eviction Law has saved us thousands of dollars. Can't recommend them enough. Jeremy knows his stuff**

*-Parker*



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

(Continued from page 1)

Second, communication avoids misunderstandings and lawsuits. When you have sufficient information to support your suspicion, approach the tenants to discuss the problem. Remind them of the requirements of the lease agreement and explain you believe they are in violation of the lease. Give them an opportunity to discuss the problem and hopefully the problem will improve.

Third, if the problem has been severe enough, you should probably serve an eviction notice (three day comply or vacate for lease violations). You may be hesitant to serve a formal eviction notice, but trust us, it usually only gets more awkward if you have to do it later. Help them understand that as long as there are no future lease violations, then the lease will continue and no eviction is necessary. However, if the violations continue af-

ter the three days have expired, you reserve the right to proceed with an eviction.


Finally, hopefully the situation improves and there's no need to consider an eviction. However, if it does not, you should continue to gather evidence and document the lease violations. The judge will focus on any continued lease violation AFTER the eviction notice has expired. Just because something is obvious doesn't mean you can prove it in court. Make sure you have convincing evidence to show the judge they are clearly violating the lease. If you only have a few pieces of evidence to support your case, a judge could disagree with you. But if you have multiple instances of lease violations, you're much more likely to succeed in front of the judge.


-Attorney Jeremy M. Shorts





## DOs & DON'Ts of... Security Deposits





 DO — Obtain a security deposit PRIOR to granting occupancy. Allowing that to drag out can cause landlord/tenant relationship issues and accounting problems.

 DON'T — Use the funds before your tenant has vacated the property (unless necessary). We recommend this to maintain your safety net. If you use funds, require the tenant to replace them.

 DO — Keep detailed records (receipts/invoices/estimates) on any funds used from the deposit in order to have accurate accounting records.

 DON'T — Use the funds for rent (i.e. last month rent). Legally this is fine, but it eliminates your safety net if they damage the property and vacate.

 DO — Have terms in your lease agreement that clearly outline how you can handle the security deposit.

 DON'T — Apply the funds to repair normal wear and tear. Landlord is responsible for normally wear and tear, the tenant is responsible for damage to the property.

# Dear Attorney,



**Q:**

**My tenant hasn't paid rent, but they're saying I can't evict them during winter because of the cold. What should I do?**

**A:**

Under Utah law, there are no statutory defenses or exceptions that would prohibit an eviction based on cold weather. Once the landlord serves the correct eviction notice (in this case, a three-day pay or quit), and then proves their case to the judge, Utah law states that a three-day eviction order should be issued in favor of the landlord.

However, Utah law does grant the judge discretion to modify a move out date based on "extenuating circumstances", or severe circumstances beyond their control. The extenuating

circumstances language in the statute is a two-way street. The statute states that a court may determine "that a longer or shorter period is appropriate." This allows the judge to potentially shorten the timeline to move out as well.

Based on this language, a judge could consider extreme weather as an extenuating circumstance. Based on our experience, that would be an extremely rare exception to the regular rule of three calendar days. Utah judges typically stick with exactly what the statute says – a standard three-day eviction order.

## Calendar of Events



- January 8 – RHA's Good Landlord Class (Ogden)
- January 20 – Martin Luther King Jr. Day



## Landlord Laughs – Lying Through Their Teeth

No one ever calls our office to tell us about their GREAT tenants. Even though evictions can be contentious and difficult, we still try to treat every case with respect. We sometimes receive phone calls from tenants asking for a settlement that would allow them to work things out so they can stay in the property. When that happens, we always try to make things work.

A while ago we received one of these calls where the tenant, through tears, explained that they wanted to work out a solution. We contacted the client, who declined settlement and explained their side of the story (the tenant had caused other significant problems and had been given multiple opportunities to comply).

When we explained that we would not be settling and they needed to move out, that's when the tenant flipped a switch. Playing the Nice Card

(with tears) didn't work, so they tried the Sailor Card (opting for multiple F-bombs). Unsurprisingly, the Sailor Card didn't work either, so they played another Nice Card (with more tears). For several days through phone calls and emails, the roller coaster continued with alternating Nice Cards and Sailor Cards (with more and more F-bombs, hang-ups, etc.) until she cleaned out the unit and left. Lesson learned – If the Nice Card doesn't work, neither will the Sailor Card.



# Know Your Notices

## • An Overview of Utah Eviction Notices •

**Three Day Pay or Quit:** Written notice requiring the tenant to either vacate or pay all past due rent, late fees or other amounts owed under the lease.

**Nuisance:** Used where your tenant's actions have interfered with the quiet enjoyment of property from other tenants and/or neighbors.

**Criminal Acts:** A tenant who commits crimes that impact the property are subject to eviction.

**Assigning or Subletting:** If your tenant assigns or subleases your property in violation of your lease, they can be evicted.

**Abandonment:** Is presumed where a tenant leaves without notifying the landlord, is late on the rent, and there is no evidence they're living there.

**Lease Violations:** Used to give written notice to the tenant of any ways they are violating the lease.

**Unlawful Business:** A tenant who is unlawfully running a business on the premises may be evicted.

**Tenant At Will:** Be cautious with this notice. It is used when the individual does not have any lease (written or oral) to live in the property.

**Lease Termination:** This notice terminates the lease. Must be served at least 15 days prior to the end of the month, unless your lease requires more time.

**Waste (Damages):** A tenant that damages your property is subject to a three day eviction notice.