



UTAH APARTMENT
ASSOCIATION

LANDLORD GUIDE

YOUR GUIDE TO SUCCESSFUL PROPERTY MANAGEMENT IN UTAH



2020

Table of Contents

Tenant Screening	1-8
The Application Process, Deposits & Fees	1
Application to Rent	2
Conducting Background Checks	3
Goals of Tenant Screening	3
Rental Criteria	3
Credit Checks	3
Background, Income & Rental History Verification	5-6
Denying or Approving Applicants	7
Why You Should Pick the First Qualified Prospect	8
Fair Housing	9-19
Penalties & Exemptions	9
What is Illegal? & Protected Classes	10
Avoiding Disability Discrimination	11
Dealing with Requests for Assistance Animals	11-17
Familial Status & Source of Income Discrimination	18
Criminal History & Fair Housing	19
Rental Agreements (Leases)	20-24
Parties on the Contract, Rents, Fees & Deposits	20-21
Late Fees, Term Length & Other Conditions	21
Renters Insurance	22
Utilities	23
Move-in/Move-out Inspections	23
Deposit Refunds & Property Inspections	24
Utah Fit Premises Act	25-28
Duties of Owners & Asset Management	25
Utilities, Renter's Duties & Owner's Remedies	25-26
Renter's Remedies	26-27
Timeframes & Additional Options for Owners	27-28
Crime Victims Provisions & Municipal Regulations	28
Tenants Rights & Responsibilities	29-34
Landlord Notice of Uninhabitable Premise	30
Tenants Notice to Provide Disposition of Deposit	31
Renters Notice of Deficient Condition Samples	32-34
The Eviction Process in Utah	35-43
Terminating a Tenancy	35
Terminating a Tenancy for Cause	36
Filing the Lawsuit	36
Three Day Notices	36-39
Eviction Disclosure	40
Trespassers & Abandoned Property	40-43
Other Utah Laws that Affect Landlords	44-48
Local Laws, Business Licensing	44
Good Landlord Programs	44-45
Criminal Exclusion Mandates	45
City/Municipality Regulations	45-46
Inspections and Code Enforcement	47
Notice and Time to Cure	48
How Many Occupants Can Live in Your Place?	48
Rental Housing in Community Associations	49
Frequently Asked Questions	50-56
Legal Resources	57

Tenant Screening

Tenant Screening is by far the most important part of being a successful landlord. In order to make money, reduce risk and have the least amount of problems, landlords should implement professional screening procedures.

The Application Process

When your home or apartment is ready and available to rent, and a prospect expresses interest, we recommend that you get a deposit, application fee and have them fully complete a rental application.

Everyone over the age of 18 that will live in the rental should fill out an application and have a credit/criminal check done on them. Landlords should NOT collect social security numbers on minors that will be living in the rental. We encourage all landlords and apartment communities to increase safeguards that protect personal information, such as using double-locked filing cabinets, never leaving files with personal information out, etc.

Security Deposits

Most landlords require a deposit before they will accept the rental application. The purpose of a rental deposit is to assure that the applicant is serious and qualified. If an applicant isn't serious enough about the place to pay a deposit, they may still be shopping and applying around town, wasting landlords' time. If they can't afford to pay the deposit when they apply to rent, that tells you how close they live to the edge, and suggests that if they struggle to come up with a deposit, they are very likely to struggle to come up with future rent payments.

When deciding how much to charge for your deposit, you should take into consideration not only the average damages that are done by tenants, but the worst - case scenarios. Remember, you cannot charge a tenant a larger deposit simply because they have a medically necessary "Assistance Animal" (See page 13). We have seen more and more landlords requiring a larger deposit from all tenants to ensure their interests are protected and that they are not discriminating.

Application Fees

It is also a good idea to get an application fee from each applicant to pay for the cost of doing a background check. UAA members receive significantly reduced rates for credit and criminal background checks. For more information call 801-487-5619.

Conducting background Checks

The UAA recommends every landlord do what we call a "Five Finger" background check on all applicants. The five fingers are:

1. Credit history
2. Criminal history
3. Financial (income, employment and overall stability)
4. Current landlord references
5. Previous landlord references



APPLICATION TO RENT

Individual applications required from each adult occupant (All sections must be completed)

Date _____ Time _____

Last Name _____ First Name _____ Date of Birth _____

Social Security # _____ Driver's License # _____ State _____

Home Phone _____ Work Phone _____ Alt Phone _____

Email Address _____ Anticipated Move-In Date _____

Present Address _____ City _____ State _____ Zip _____

Date In: _____ Date Out: _____ Owner/Representative Name _____ Phone _____

Reason for Leaving _____

Previous Address _____ City _____ State _____ Zip _____

Date In: _____ Date Out: _____ Owner/Representative Name _____ Phone _____

Reason for Leaving _____

Name & Age of Other Applicants

Age	Name	Date of Birth	Social Security # (required if over 18 yrs old)	Drivers License #

Present Occupation _____ Employer Name _____

How Long _____ Name of Supervisor _____ Phone # _____

Address _____ City _____ State _____ Zip _____

Current Gross Income _____ * proof of income is required

Prior Occupation _____ Employer Name _____

How Long _____ Name of Supervisor _____ Phone # _____

Address _____ City _____ State _____ Zip _____

Financial Obligations: Please list financial obligations and monthly payment _____

Name of Bank _____ Address _____ Checking Savings

Emergency Contact: _____ Phone # _____ Relationship _____

Have you or any person anticipated to occupy the premises:

been arrested, accused, detained, convicted, or otherwise involved in any sex related crime been convicted of any criminal offense (misdemeanor or felony)

been part of a plea agreement relating to any criminal activity been listed on a sex offender registry have any outstanding warrants

have any pending case or action related to criminal activity been arrested or have any other criminal record not previously disclosed?

ever been on probation or parole? consulted with a bankruptcy attorney filed bankruptcy been evicted

If any above apply, please explain _____

Do you or any person anticipated to occupy the premises Smoke? Have pets? If so what kind _____

Please return this application to _____

At _____

The undersigned makes application to rent housing accommodations designated as: _____

The rental for which is \$ _____ per month. Upon approval of this application, applicant agrees to sign a rental or lease agreement within 3 days of approval, and to pay all sums due, including deposits, before occupancy. If applicant fails to sign rental agreement in above stated time the landlord reserves the right to deny this application. An application fee of \$ _____ is non-refundable (an additional fee may be required for alias' or ala's). A Deposit of \$ _____ is required and can be refundable according to state and local laws.

All applications will be reviewed in the order received and judged based on the owner's rental criteria. Owner does not discriminate on the basis of race, color, religion, sex, national origin, disability, familial status or source of income. Criminal history will be evaluated on an individualized basis. Applicant represents that all of the above statements are true and correct and hereby authorizes verification of the above items including but not limited, rental history, criminal reports, employment verification, and obtaining of credit reports and agrees to furnish additional credit references on request. Applicant also attests that all occupants of the apartment will be legal to reside in the United States.

Dated: _____ Signed _____

Verifying all five areas reduces risk significantly. It is easy for an applicant to lie or misrepresent in one or two areas but checking five aspects of their history makes it much less likely they will succeed in hiding bad history or serious concerns.

Goals of Tenant Screening

The purpose of tenant screening is to determine if a tenant is a reasonable risk. The five things landlords should look for are tenants who will:

1. Pay on time
2. Not commit crime
3. Not bother the neighbors
4. Not damage the property
5. Honor the lease agreement



A good screening process can save thousands of dollars in damages, legal costs, lost rent, etc. After all, there is no better indicator of future performance than past performance. Don't use your gut instinct or cross your fingers that everything will be ok. Mistakes are too costly. Use the "**First Qualified Applicant Rule**" (See page 8) - take one applicant at a time, and compare them to pre-set "rental criteria". Never look for a "best match" or compare applicants to each other.

Rental Criteria

The UAA recommends every landlord and property manager create a list of rental criteria (like the sample on the next page) that defines your standards. Each prospect is then measured up individually against these criteria in order of application. If they qualify, then you should notify the applicant and have them sign the lease within a set period of time, like 24 hours, or else you will move on to the next applicant.

A new state law from 2017 requires that Landlords disclose or explain their criteria to applicants before taking an application fee. This is important because you don't want the tenants to waste their money or your time, if you will end up denying them.

Credit Checks

When checking someone's credit, you must have their consent. They give this by signing the rental application. You never want to accept a credit or criminal report from an applicant. Always use a third party like the UAA or another company. If the applicant doesn't have a Social Security Number, you can still do a credit check with a Tax ID Number provided by the IRS.

The credit report contains many important pieces of information about a tenant's consistency in paying obligations, how much they owe and to whom, if they have judgments against them that could be garnished from their wages (making it impossible to pay rent) their previous addresses, and more. Be sure to not just look at their credit score but at the types, amounts, and payment history of their individual credit accounts.

SAMPLE RENTAL CRITERIA

The following standards will be used to judge your application for tenancy. You must meet the following standards to qualify to sign a rental agreement with us. Applicants are judged on the same standards on a first-come-first-serve basis, one person or family at a time. Any false statements or inconsistencies on the application will result in an automatic denial.

\$ (Owner/Manager sets the amount.) NON-REFUNDABLE APPLICATION FEE: Each applicant over the age of 18 must pay an application fee and consent to have a background check done on them. Co-signers must also pay an application fee and give the same consent as other applicants.

SECURITY DEPOSIT: Applicants must provide payment for the full amount of the security deposit (including any additional deposit amounts for pets or other reasons) for the application to be considered complete. The deposit will be returned if the application is denied.

PHOTO IDENTIFICATION: All applicants over the age of 18 must provide current government-issued photo identification at the time of application.

EMPLOYMENT REQUIREMENTS: Employment history should show that the applicant has been employed with their current employer for at least 6 months. Exceptions can be made for recent graduates who provide proof of graduation, current students who provide proof of enrollment, and self-employed applicants who provide a CAP-prepared financial statement or most-recent tax return. Applicants with less than 6 months of employment with current employer may be approved if they pay an additional security deposit or have an approved co-signer and provide proof that they have been employed with their current employer for 2 months or were employed with their previous employer for at least 6 months. All employment history will be verified by contacting the employer.

INCOME REQUIREMENTS: The combined income of all persons living in the rental must be at least three times the monthly rent. Applicants who do not have the requisite income will be considered if they provide a co-signer or provide proof of cash reserves equal to at least 12 times the monthly rent.

RENTAL HISTORY: Applicants must provide the name and contact information for their previous two landlords, or all landlords in the last five years. Applicants must also provide all of the addresses they have lived at for the last five years. Applicants will not be approved if they have had any evictions, defaults in lease agreements, late rental payments, or if they owe any money to any other landlord.

RENTER'S INSURANCE: Applicants must have renter's insurance before occupying the premises.

CREDIT HISTORY: Your credit must reflect that all accounts are current. Applications for tenancy will be denied if you have filed for bankruptcy in the last 2 years, or if you have any bankruptcies that have not been discharged at least one year prior to the application. All collection accounts must be "paid in full/ as agreed." Applicants with past-due accounts or accounts in collections may qualify if they pay an additional security deposit or have an approved co-signer.

CRIMINAL HISTORY: Your application may be rejected if you have been convicted in the last 5 years of any crime against person or property that would present a threat to the owners or neighbors, or the rental property. Applicants on probation or parole must provide contact information for their parole officer. Applicants on a publicly available list of offenders who are required to publish their address will be denied.

MAXIMUM OCCUPANCY: 2 occupants per bedroom, plus an additional occupant for each apartment home. (e.g., 3 in a one bedroom/studio, 5 in a two bedroom, 7 in a three bedroom, etc.)

PETS: Pets may be approved if they meet the following requirements: a good reference from the previous landlord for the pet's behavior, a complete veterinary medical history (including immunizations and sterilization) is provided, an additional deposit is paid, and an additional amount of "pet rent" is agreed upon. The owner reserves the right to deny the application based on the size, species, or breed of the pet.

If your application is approved, you will be notified. You will have 48 hours from the notification of your approval to sign a lease agreement. If you do not, then other applicants may be considered and given the opportunity to sign a lease.

We are committed to equal housing opportunity and provide housing opportunities regardless of race, color, religion, sex, national origin, physical or mental disability, familial status, source of income, sexual orientation, or gender identity.

To a landlord, the riskiest things on a credit report are generally:

- Bankruptcies
- Judgments and collection accounts
- Evictions, foreclosures, and repossessions (shows a history of using things without paying)
- Utility collection accounts (shows they can't get the utilities in their name)

Many landlords have a policy that someone who doesn't have great credit can still qualify by putting down more deposit or having a co-signer. Be sure you implement it consistently in order to avoid discrimination complaints.

The key consideration is risk. Tenants with poor credit are risky because:

- They might have their wages garnished and be unable to pay rent
- If they leave and owe the landlord money it will be difficult to collect from them
- If they declare bankruptcy during an eviction it can delay and drag out the process
- Tenants who are irresponsible with their credit are usually irresponsible in other areas of their life and are likely to cause problems.

3

TRIPLE RENT RULE

Because financial institutions and experts generally agree that a household should not spend more than 1/3 of their household income on housing, many landlords use the TRIPLE RENT RULE—“The combined gross income of all persons living in the rental must be three times the monthly rental rate.”

Criminal Background Verifications

Many prospective renters have a serious criminal history that may make them a significant risk as a tenant. Landlords are encouraged to carefully evaluate a renter's criminal background (See page 20 for more information on the fair housing issues involved in criminal history).

Four of the riskiest types of criminal behavior are crimes of violence, drug possession or distribution, property crimes and sex crimes. Individuals who have committed one of those crimes in the last few years are highly likely to do it again. So, it is not uncommon for landlords to require some time to have passed since conviction before they will rent to an individual with certain criminal history.

In the state of Utah, two-thirds of people who are on parole or probation are statistically more likely to be sent back to jail than not. When they are, it is highly unlikely they can continue to pay rent or honor their contract. Landlords are encouraged to consider the risk they are willing to take when renting to individuals who are on parole and probation and make an informed decision.

NOTE: Landlords who participate in Good Landlord programs in several Utah cities agree to be selective by not renting to people with some types of recent criminal history, unless they have received a waiver from the city.

Income and Employment Verification

A fundamental principle of contracts and obligations is that it is prudent to make sure people have the wherewithal and consistency to meet their contractual obligations. Doing financial checks that include verifying income, assessing whether someone has enough income, and assuring the income is regular and consistent is a key part of doing a successful background check. Common methods of conducting employment and financial checks include:

- Calling employers to verify how much they make and how long they have been employed.
- Reviewing paystubs, tax returns, CPA prepared financial statements, and bank statements.

Rental History Verification

One of the best indicators of future performance is past performance, so landlords are encouraged to verify an applicants rental history. Call two previous landlords if possible. This allows you to establish a pattern of behavior, and avoids the possibility that one landlord might be unduly biased in their responses.

When doing a rental history verification, you should ask “objective” questions that involve a yes or no answer, like:

- Did they pay their rent on time?
- Did they have any pets?
- Did they violate any of your lease provisions or house rules?
- How many occupants did they have?
- Did they give proper notice?
- Did they leave on time?
- Did they owe you any money when they left?
- Were there any complaints or police incidents?

What if you suspect that the tenants gave you a fake phone number?

If you think that your tenants gave you their friend’s or their mom’s phone number instead of their previous landlord, you have a couple of options. First you can always check the address and see if you can find the phone number online for the apartment complex (or if they lived in a house, you can check the county records for the owner of record for the home they lived in). Often tenants will lie about the phone number but not about their previous address.

Second, ask the “landlord” about being a landlord. Ask how they go about setting rent, if they are a member of the UAA, if they would let you tour their property to compare it to yours, etc. Often you can trip up somebody who is faking because they won’t know what you are talking about!

Finally, it is uncommon but not unheard of for current landlords who are desperate to get rid of a bad tenant to give a false glowing reference. That is why it is always a good idea to require at least two references, because the previous landlord has no skin in the game and will tell you how it really is.

Denying Applicants

If you deny an applicant for credit reasons, federal law requires that you give them a letter stating they were denied because of credit. If denial is for any other reason, you may give them written or verbal notice. Be sure to immediately refund their deposit and wish them well in finding another place. If you are denying them only based on their criminal history, you should give them an opportunity to appeal (See page 20)

What to do When You Approve Tenants

Get them to sign a rental agreement as soon as possible! Within 24 hours is the policy of most professionals. This prevents them from changing their mind on you after you start turning others away. Even if they don't move in for several weeks, having a rental agreement in place will protect you from potential financial losses, and protects them from you changing your mind, too. It's a win-win situation.

It also allows you to prepare the unit for any special requests they might have and enables you to go over the rules, expectations and obligations under the contract. Most landlords give renters a list of the things they will need before you give them the keys on move-in day including:

- 1. First month's rent**
- 2. Account numbers for all utilities required to be in the tenant's name**
- 3. Proof of renter's insurance with you listed as an "additional insured" (See page 23 for more information)**

THE “FIRST QUALIFIED “ APPLICANT RULE

It is human nature to want to pick the “best”. We often do this by comparing one thing against another. While it may be natural for owners to want to compare prospects against each other. BEWARE! Because of Federal Fair Housing laws this can get you in trouble. Here is an example:

On Saturday morning, Jane puts a “for rent” sign in front of her duplex and spends the morning doing yard work around the property. At 9:00 AM, Marie shows up with two children, looks at the property, and decides she wants it. While she fills out the application, her children run around the yard like wild animals. Once she completes the application and leaves her deposit, she gets into her 1982 beat-up station wagon. It takes five tries to start, and she finally leaves.

At 10:00 AM, a nice-looking young man, Derek, shows up. He tells Jane he is starting law school at the local university, is actively involved in his church, and that he wants to stay in the place the entire three years he is in school. As he fills out his application and gives you a deposit, he flashes Jane a smile that makes her swoon.

Jane decides Derek is the tenant for her and puts Marie’s application and deposit in an envelope and immediately mails it off without checking any references.

Two weeks later, Jane receives a letter from the anti-discrimination office, informing her that there is an investigation into her on housing discrimination for denying Marie Chavez, a single mother who is in a protected class due to familial status since she is a single mom with children.

Unless Jane can prove that Marie was not qualified, she will likely lose this case and incur a \$10,000 fine. Marie can also sue her civilly for damages. The problem is Jane didn’t even check Marie against pre-set criteria, so she will never know if Marie was qualified. In this case, even if Jane didn’t intentionally discriminate, the net result was that Marie was denied housing that she might have qualified for. Since she is in a protected class (familial status), Jane will be found to have discriminated. Derek may turn out to be a better tenant, or he may not. But, at a cost of \$10,000-plus, was it really worth it?

One of the biggest mistakes owners make is not having rental qualifications. (See page 4.) Make sure you have them, and make sure you compare applicants to your criteria before making a decision. If you use your gut, you may inadvertently discriminate. So, use objective standards you created in advance to reduce risk. It is always best to CHOOSE THE “FIRST QUALIFIED” APPLICANT!

Fair Housing

The Fair Housing Act makes it illegal to discriminate against tenants based solely on particular characteristics that are called “protected classes”. In Utah we have 7 federally protected classes and 3 state protected classes, for a total of 10 reasons you cannot solely use to deny tenants.

Everyone who manages rental property should understand the risk of illegal discrimination. Punitive damages can run to over a million dollars, so the issue is not to be taken lightly.

What are the penalties for violating the Fair Housing Act?

There are two kinds of penalties possible for landlords who violate Fair Housing laws:

1. \$10,000 administrative fine for the first violation
2. Compensatory civil penalties (damages and suffering) and punitive damages to make an example out of violators to prevent future discrimination

It is essential that everyone who works with tenants (including maintenance personnel) understands what is protected and treats everyone the same.

There are two types of discrimination:

- Disparate Treatment is when someone in a protected class is treated differently than somebody not in a protected class.
- Disparate Impact is when a neutral policy or procedure has a disproportionately negative impact on people in a protected class.

Exemptions

You do not have to comply with Fair Housing Laws if you own less than 4 rental units or if you own a four-plex and live in one unit. You are never exempt from Fair Housing Laws if you have a professional license for real estate (like a realtor, appraiser or mortgage broker), or if you are incorporated as a business.

So if you only own a basement apartment, YES you can choose not to rent to families with children. If you rent rooms in your home (and don't own four or more units) you can rent to only girls or only boys. But just because you can do that doesn't mean that it is wise. Often, even if you are exempt from Fair Housing laws, it makes sense to try to follow them to prevent potential headaches.

NOTE: You can NEVER advertise a discriminatory statement - even if you are otherwise exempt.

What is illegal?

The following activities are unlawful:

- Threatening, coercing, intimidating or interfering with anyone exercising a Fair Housing right or assisting others who exercise that right
- Advertising or making any statement that indicates a limitation or preference based on **membership in a protected class**.
- Discriminating in housing due to **membership in a protected class**

Federally Protected Classes

- Race
- Color
- Sex
- Religion
- National Origin

BEWARE: The federal/state fine for a Fair Housing violation is \$10,000 for a first offense. Civil judgments from lawsuits can run as high as ONE MILLION DOLLARS!



- Disability - The definition of disability under federal law is a person who has any physical or mental impairment that substantially limits one or more major life activities, a person with a record of such physical or mental impairment or a person regarded as having such an impairment
- Familial Status- The definition of familial status under federal law is households containing one or more people under the age of 18 who live with a parent or guardian, pregnant women, foster families, people in the process of adopting a child under the age of 18 or households in the process of acquiring legal custody of a child under the age of 18

Utah State Protected Classes

Source of Income This is generally defined to include any lawful source of income including government assistance, alimony, child support or other compensation or benefit. But primarily, it means that landlords cannot refuse to work with tenants who receive section 8 vouchers or refuse to work with housing authorities

- Sexual Orientation
- Gender Identity

Using the “First Qualified Applicant” Rule (See page 8) can help you avoid discriminating against anyone in these classes. The key to avoiding discrimination is treating everyone the same and understanding common mistakes that may be determined by the government to be discriminatory.

Specific Issues

In Utah the protected classes with the most complaints and violations are Disability, Familial Status and Source of Income.

Avoiding Disability Discrimination

Someone with a disability has the right under the law to make a request for a reasonable accommodation. This would include the right to request rent reminders (for mental disabilities), reserved accessible parking (for physical disabilities involving mobility) and other reasonable requests that would make renting easier for someone who is disabled. By far the most common accommodation request, which property managers are required to allow, is the request for a service animal, companion animal or assistive animal.

Someone with a disability also has the right under the law to make a request for a reasonable modification to the property. Similar to an accommodation, a modification is a change to the physical property rather than to a rule. All reasonable modifications have to be allowed, however the renter has the responsibility to:

1. Pay for the modification
2. Ensure the modification conforms with city code, and property standards;
and
3. Return the property to its original condition after they leave

When receiving a request for a reasonable accommodation or modification have the tenant fill out a formal request, and approve it when they return it filled out correctly.

Dealing with Requests for Assistance Animals

It is ok for property owners to have a no pet policy, or charge fees and deposits for pets. Pet owners are not a protected class. But if a current or prospective renter asks at any time for a service animal, companion animal, or comfort animal (all called assistance animals) you need to be careful. If you are bound by Fair Housing laws you must allow these animals in *once you have verified that they are medically necessary*. You may not charge fees and deposits for assistance animals.

Upon receiving a request you should immediately have the person requesting the accommodation fill out the Residents Request for Assistance Animal Forms (copies can be obtained from the Utah Apartment Association).

The form requires the party requesting the accommodation to 1) specify what accommodation they are requesting; 2) identify the animal, 3) explain how that accommodation is related to a disability (e.g. “having an assistance animal helps stabilize my bi-polar disorder”) and 4) identify the health or licensed professional who will attest to the disability and the need for the requested accommodation.

Once you receive the Resident’s Request for Assistance Animal form filled out, send it directly to the doctor. Once it is signed by a doctor, call and verify that (1) the doctor signed it (not someone else); (2) that the individual is handicapped (as defined by law); and (3) the animal is medically necessary .



Once the doctor has verified these things, allow the animal. If the doctor fails to verify one of these things, deny the animal. Last, if you are unable to reach the doctor personally tell the tenant that the request is pending until you hear from the doctor. One of the main reasons we call is to help educate doctors.

NEW LAW IN 2019

As a deterrent to fraud, the 2019 Legislature made it a misdemeanor to falsely attest they need a support animal.

We don’t expect anyone to be prosecuted under this law.

It was just a reminder that support animals are intended for the legitimately disabled. Not for people to get around pet policies.

Assistance Animals Do's and Don'ts

1. You can't deny a *reasonable* request for a medically *necessary* animal.

If the animal is necessary for their disability, then they are allowed to have it, even if it is an untrained dog, cat, hamster, gerbil, snake, tarantula, chicken, parakeet, or just a goldfish that helps them calm down.

2. You can verify that the person is handicapped and that the animal is necessary to assist their disability

This is important. You don't have to just take their word for it. You absolutely have the right to require some competent verification that they are not just trying to get around the rules.

3. You can put in place REASONABLE animal (not pet) rules

The UAA lease has a provision that allows you to do this. Of course you can prohibit the dog from barking all night, peeing on the carpet, scratching up the door, being outside without a leash, pooping all over the yard without it being cleaned up, or biting the neighbors.

4. You can evict a tenant for not controlling their animal and charge them for any damage the animal has done.

And if the tenant doesn't follow these rules, then you can evict them. You can also charge them for any damage the animal causes.

5. You cannot charge pet rent, pet fees or a pet deposit – because the animal is not a pet.

It would be considered discrimination to make somebody pay more just because they are disabled. You can't charge a larger deposit for a tenant with an assistance animal – but you can charge a larger deposit of all your tenants going forward to cover the potential risk from all tenants.

6. Use the assistance animals instructions and forms on the UAA website. Samples are on the following pages.

REMEMBER:

UNDER NO CIRCUMSTANCES IS IT EVER OK TO CHARGE ANY DEPOSITS, FEES OR ADDITIONAL RENTS TO PEOPLE FOR ASSISTANCE ANIMALS.

*****These Instructions are for instructional purposes only, and should not be given to a resident as part of the Assistance Animal request packet.**

Assistance Animal Forms Instructions

Please read and review before use of these forms.

1. Remember that neither HUD nor the State of Utah has "approved" the forms. Usage always has some risk. Also, every case is independent and should be reviewed on its merits and facts.
2. This form is for any Assistance Animal wherein it is not readily apparent the need for the animal. Service animals where the need is apparent need not use this form but should still provide the information on the Animal Identification Form.
3. You can require the information on the animal and ask that the Resident affirm their request for the Assistance Animal.
4. Give them the medical professional form as a guide. If the medical professional does not want to sign it and provides substantially the same information in another format, it must be accepted. Remember to review your policy on who can provide this information.
5. If the Resident provides any documentation from a medical professional or other qualified person, it should be reviewed to make sure it provides sufficient information to confirm the status and nexus. If not, an attempt to get verification of the information needed directly from the person who signed the form should be first attempted.
6. THE HIPAA FORM IS NOT REQUIRED. Many medical professionals will not discuss the patient without the HIPAA form. **Verification does not require the HIPAA form.** Explain to the medical professional that you are merely verifying the information that has already been provided. If you are unable to verify, you should inform the Resident of the problem to see if they cannot get the medical professional to provide the verification. Seek assistance from legal counsel and/or your regional manager in this circumstance.
7. It is the intent of these forms to gather sufficient information and verify that information to determine if a reasonable accommodation should be granted or not.
8. Failure to provide sufficient information may be grounds for denial. Sufficient information would include: a description of the animal, verification from someone that the Resident meets the definition of disabled and that there is a nexus between the disability and the need for the animal, and the other information contained on the Animal Identification Form.
9. **All communities should have animal rules. Persons who obtain an animal by reasonable accommodation generally must abide by those rules (excepting breed restrictions and size & weight restrictions). Those rules should be given to residents with animals.**
10. The forms should not be given out unless someone has filled out an application and is actually attempting to rent.
11. Questions on Assistance Animals from prospective residents should be answered:
This Community fully complies with the Fair Housing laws as it applies to disabilities. Persons who desire an accommodation must convey that request to management, who will then attempt to obtain sufficient verified information to determine if the request can be granted and how it can be accommodated. Since every situation is different, each request is treated separately. It is impossible to give a blanket answer on questions of accommodation. If a prospective tenant desires to apply, we will then accept any request and make a full review to see if it can be accommodated.
12. If you have any questions on a request, contact legal counsel.
13. If you think someone is testing your community on reasonable accommodation, contact your regional manager/owner and contact legal counsel.



© The Law Offices of Kirk A. Cullimore *By using this document, Owner/Representative attests they are a UAA member in good standing

Resident's Request for Assistance Animal

The undersigned does hereby request a assistance animal and does hereby attest and state as follows:

1. Handicap Definition I am aware of the requirements of the Fair Housing Act and its definitions which include:

"Handicap" means, with respect to a person –
(1) a physical or mental impairment which substantially limits one or more of such person's major life activities,
(2) a record of having such an impairment, or
(3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.

2. Qualification Pursuant to the definition above, I do qualify and am or have been under the care of a medical professional for my disability; or have been so diagnosed with a permanent disability to no longer require medical supervision

3. Impairment I represent that the requested assistance animal is necessary to provide assistance with my disability.

The anticipated length of this disability is _____.

My primary care physician is Dr. _____ whose telephone number is _____.

4. Request I do hereby request that I be able to reside with a assistance animal at the premises below. I certify that the statements herein are true and have been provided herewith an Animal Identification Form and a Medical Request for a Assistance Animal. I agree that the only animal I will keep for this purpose is listed therein and that I will abide by the rules and regulations of the community regarding animals. I understand that I will not have to pay additional costs or fees for the assistance animal but will be responsible for any damage caused. I request that my medical professional provide verification of the required information to my housing provider to assist in making this determination.

Applicant's Name _____

Premises Address _____

Dated _____

Signature of Applicant



Animal Identification Form

Type of animal _____ Breed _____

Age _____ Approximate Weight _____ Color _____

Describe any special training or certifications _____

Has the animal ever been reported to authorities (police, animal control) for any incident or for any reason? _____ If yes, please provide details.

Animals may not be in the common areas of the community unless on a leash or an approved device based upon the animal's certification.

Animals may be restricted from specific areas.

The animal's owners are responsible for cleaning up after the animal and for any damage done by the animal.

Animals may not disturb the peaceful and quiet enjoyment of the other tenants.

The Community may have other regulations and rules relating to animals.

I affirm that the animal is in compliance with all state and local laws concerning animals.

I have read the rules and regulations concerning animals (both above and those policies of the community), and agree to their terms.

Resident's signature

Dated

Please provide a photo of the animal.



Medical Request for Assistance Animal

Name of Person making Request _____

A request has been made to allow an assistance animal to reside with the above named individual. Such request has been made pursuant to the Fair Housing Act. In order to qualify for an assistance animal exemption to the normal rules of the community, the person making the request **must qualify as handicapped as defined**, which is:

“Handicap” means, with respect to a person –

- (1) a physical or mental impairment which substantially limits one or more of such person’s major life activities,**
- (2) a record of having such an impairment, or**
- (3) being regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance.**

Additionally, the assistance animal must assist the person in dealing with the disability.

Much like a prescription, this request is made because of the professional’s opinion that the assistance animal may be necessary to afford the disabled person an equal opportunity to use and enjoy the leased premises. With this request and upon approval, the management of the premises must allow the animal on the premises and is prohibited from charging pet rent or other fees normally charged to persons with pets. Assistance animals are not pets but animals that are determined by competent professionals to be an important and necessary part of treatment or assistance of a disability/handicap.

Professional’s Name: _____ Telephone number: _____

I certify that I have sufficient information and have consulted with the Patient in order to make a diagnosis. I certify that the above named person is handicapped as defined above and that the animal described below is, in my professional opinion, necessary to afford an equal opportunity to use and enjoy the leased premises.

Prescribed Animal’s Description _____

Expiration Date of this Certification _____

Date

*Signature of Medical Provider,
Health or Social Service Professional*



© The Law Offices of Kirk A. Cullimore *By using this document, Owner/Representative attests they are a UAA member in good standing

Avoiding Familial Status Discrimination

It is fair to have reasonable limits on the number of people that can live in a rental home. However, when it comes to families with children you have to be reasonable, and the Department of Housing and Urban Development (HUD) has ruled that usually means allowing two people per bedroom, with one additional person in the rest of the unit. So, in a two-bedroom apartment you should allow a family of up to five people to live there, and in a one-bedroom you should allow a family of three. (Again, this applies to families—unrelated individuals can have a different occupancy standard.) Recently, a large number of apartments nationwide have been taken to court for not using this standard.

Two other common problems with familial status discrimination involve steering and rules. Steering occurs when managers discourage households with children from renting upper-floor units or in areas where they want to have adults (like near the swimming pool). Don't do this. You'd be asking for a \$10,000 fine. When setting rules, you should make sure the rules don't have disproportionately negative effects on families. For instance, a rule that the swimming pool has "adult swim hours" when families can't go is discriminatory. Requiring adult supervision on a playground may also be discriminatory.

NOTE: For health and safety reasons it may be ok to set some rules for things like pools, but consult an attorney before setting any such rules.

Source of Income Discrimination

Utah is one of a few states that makes it illegal to discriminate against households based on their source of income. The most common issue is when a landlord tells people on government housing that they will not accept "housing." Don't do this. If someone asks if you accept government housing, tell them that you do as long as (1) they qualify for all your other criteria (you will alter your income requirements to cover only their portion of the rent); and (2) your rental unit qualifies for the program based on an inspection and how you set your rent.

NOTE: Source of Income is protected, but amount and stability/regularity of income are not

Working with Housing Authorities can be a rewarding experience. It can also be frustrating. On the one hand, it is an opportunity for you to receive regular rent from the government who is subsidizing the tenant. Almost two million families in the United States receive some sort of housing subsidy through the Housing Choice Voucher Program (aka Section 8 housing). On the other hand, some housing authorities are difficult to work with and impose onerous regulations, paperwork requirements, additional inspections, and regulations that can be difficult for some landlords to deal with.

The Section 8 Housing program was designed to be voluntary. In most states it works perfectly fine as a voluntary program because the housing authorities run the program well. The UAA is working with the housing authorities to

reform their administration of the program and reduce the risks and headaches associated with participating in the Section 8 program.

Section 8 Landlord Guarantee Program

In 2017, Housing and Community Development (HCD) was directed by the Utah State Legislature to develop a pilot program, the Section 8 Landlord Incentive Program, to provide financial assistance to landlords for damages caused by Section 8 tenants, and to incentivize landlords to open more rental units to Section 8 tenants.

A landlord may apply for reimbursement of up to \$5,000 for qualifying damages to a Utah rental property, if the following requirements are met: (1) the landlord leased to a Section 8 tenant; (2) the damages to the residence exceed normal wear and tear; and (3) the landlord sued the Section 8 tenants and received a judgment on or after July 1, 2017. For more information, go to <https://jobs.utah.gov/housing/affordable/section8/>.

HUD Criminal Exclusion Guidelines

In 2016, HUD released guidelines suggesting that it is discriminatory to deny applicants solely on the basis of a charge and arrest. They did this under the theory of “disparate impact,” because minorities are more likely to have criminal history. They also suggested that landlords allow applicants who have been denied to appeal and explain extenuating circumstances. While these guidelines don’t have force of law, they guide agencies that make decisions on whether you discriminated. For more guidelines or information on criminal exclusion issues, contact the UAA or your attorney.

Rental Agreements (Leases)

Next to tenant screening, another essential key to a landlord's success is to have tenants complete and sign a Utah-specific rental contract that clarifies each party's responsibilities and obligations, protects the owner and the tenant, and documents it all in case there are disagreements.



It is advisable that you use a professionally prepared Utah-specific contract, like the Utah Apartment Association Residential Rental Agreement (available for free to members of the UAA) that covers rules of deposits, how they can be applied, and what a renter must do to get them back.

Parties on the Contract

All parties who are authorized to live in the rental unit should be on the contract, including those under 18. Only those whose names appear on the contract are allowed to be there, and landlords can serve three day notices to comply or vacate if tenants move others in without permission.

Rents, Fees and Deposits

Utah Law is clear that landlords have the right to charge any rents, fees or deposits they wish with no limits as long as the tenant agrees to it in the contract and the courts agree that they are reasonable. These charges should be clearly spelled out in the contract.

The UAA staff is frequently asked how the different fees in the UAA lease work. Here are some guidelines that might be helpful to you as you decide what to charge. Please keep in mind that the UAA cannot and will not tell you how much to charge - that is up to you to decide. However, we can give you some ideas of what most people charge or the process used most frequently to calculate these charges.

Monthly Rent:

This is the amount that you charge each month for rent. You should set the Monthly Rent after studying current market conditions; the nature, quality, and location of your property; and your investment goals in the property.

Pro-Rata Rent:

If somebody moves in sometime during the middle of the month, standard business practice is to only charge them a pro-rated amount for the rest of the month. Thus, if rent is \$1,000 a month, and they move on the 16th, usually landlords would put a pro-rated amount of $14/30 \times \$1000 = \467 .

Month-to-Month Fee:

The lease is set up so that when the term expires it automatically renews each month. Usually this is a less-than desirable situation for a landlord because the

tenant can leave at any time. This fee kicks in when the lease goes month-to-month and is on top of the regular rent. It is designed to give the tenant an incentive to sign a new long-term lease. It also can soften the blow of a rent increase, since any rental increase is usually less than the month-to-month fee they would be paying anyway.

Service of Notice:

If you have to drive over and serve a notice to the tenant, then you can charge your costs. If that is \$5 to walk across the street, then that is what you charge. Research what other landlords charge, but make sure your fee is reasonable.

Eviction Turnover Fee:

You can charge tenants for your legal costs during an eviction (court costs, attorney's fees, etc.), and you can charge them for your damages (unpaid rent, etc.). But the law does not automatically allow you to charge for your time and effort in the eviction process (which can be significant). This fee is how much you charge them for your time and effort if you have to evict them.

Refundable Security Deposit:

This is the amount you require up-front from the tenant to ensure your security. It is 100% refundable, and the tenant gets it all back if they leave the place in the same condition they got it (less "regular wear and tear")

Non-Refundable Lease Initiation Fee:

The courts now are saying that there is no such thing as a "non-refundable deposit" since, by definition all deposits are refundable. Therefore whatever you used to charge as a non-refundable deposit, you now charge as a non-refundable "fee". This can be any kind of fee (cleaning fee, moving fee, re-key fee, etc.) We call it a "lease initiation fee" to ensure that the tenant doesn't misconstrue the nature of the fee and their responsibility.

Late Fees

In Utah, courts have determined late fees in excess of 10% are inappropriate. Daily late fees are very problematic, since they might be viewed as giving the landlord an incentive to drag the process out, as well as complicating the new eviction procedure rules (See page 37). It is recommended landlords set late fees at a flat rate at, or below 10%.

Term

Generally, long-term leases are preferable to month-to-month agreements. A month-to-month fee can be added to leases so that when the term expires it will encourage the renter to sign an extension or new contract. The term of a lease is not limited under state law. Most landlords stick to one-year leases, but there is nothing wrong with offering six-month, fourteen-month, or two-year leases if that is your preference (and you can offer the options at different rates to tenants and let them choose which they prefer).

Other Terms and Conditions

The Utah Apartment Association Residential Rental Agreement has been adapted, updated, strengthened and modified each year to better protect

Renter's Insurance

Suggestion: Require Renter's Insurance

Only one third of renters in America have renter's insurance. Who's fault is that? Well the answer in Utah might be "the landlord's". That is because state law allows landlords to require renter's insurance. Most professional companies do. Mortgage companies require property owners to carry insurance if there is a loan so the property is protected from potential loss. Landlords can do the same thing.

Why require insurance?

There are two reasons:

- First, if a renter is negligent, the renter's insurance pays the claim so the landlord's policy won't have to. Recently, a renter in West Jordan left a candle burning. The fire it started caused \$15,000 damage. The renter's policy paid the claim. A renter's policy covers damage caused by the tenant's negligence.
- Second, landlords who require renter's insurance also become a hero to tenants who have a loss due to a fire or flood that was no one's fault. One tenant tearfully told their landlord that they just got a \$22,000 check from their insurance company and they were so grateful the landlord required them to carry insurance because they would never have done it on their own, and they would have lost all their stuff with no money to replace it if it weren't for the landlord.

What should I require of tenants

Professional companies that require insurance do not give keys to the apartment until the tenant provides them a copy of a policy that the landlord's name has been added to. The landlord's name should be on the policy in case a tenant is unavailable or uncooperative in filing a claim. With their name on the policy, the landlord could file a claim themselves. Also, requiring your name to be on the policy as an "additional insured" or a "party of interest" has the added benefit of assuring that if the policy is cancelled or not paid that notice will be sent to the landlord. Landlords then serve a 'Three Day Notice to Perform Covenants of Lease or Vacate' to the tenant which requires premiums be paid to avoid eviction.

Who should I have renter's get insurance from?

The best option is to encourage them to use the same agent they use for their auto policy. You can also suggest several companies who provide it. Call the UAA for a list of rental insurance providers.

landlords in Utah from our specific challenges and legal issues and is available to UAA members for free.

The UAA lease contains important protections and rules for tenants including:

- Tenants must give 30-days' notice before the end of a month to move out. (They must be month-to-month or have completed their lease.)
- Tenants who owe a landlord any money upon move out will be assessed an additional 40% if the landlord is forced to go to collections. (This will generally cover any additional collections costs.)
- Landlords have the ability to enter a premises with or without notice in emergencies, if there is suspicion of criminal activity, or to certify occupancy; and landlords can enter with reasonable notice for any reason.
- 48 hours after initial occupancy, the tenant accepts the condition of the unit and any damage discovered after that is considered to be their fault.
- Pests brought in by the tenants (like bedbugs and cockroaches) are the responsibility of the tenant, and the landlord can charge for any costs of remediation.
- Tenants waive their rights to sue landlords under public nuisance law if smoke from outside the apartment or another unit bothers them.
- Utility responsibility can be clearly defined.
- Exterior maintenance (if applicable) can be assigned to the tenant. Furthermore, if the tenant does not maintain the premises and exterior, owner will have the ability to do it themselves and charge the renter for the costs.

Utilities

Conservation groups suggest landlords require tenants pay their own utilities. Studies suggest they will use 30% less if they are financial responsible for the charges. State law requires utilities be connected and hot water be available at all times. Owners can delegate responsibility to pay for utilities to tenants. The UAA recommends landlords contact their utility company and get a "Landlord Agreement" from the utility company for all their properties. Instead of shutting off utilities when tenants don't pay (risking costly damage to your property), the utility company will transfer them to the owner and send a notice of transfer. This notice allows owners to serve a Three Day Notice to Comply or Vacate. Renters will be required to get utilities back on within three days or move, or the landlord will begin an eviction. It is advisable to have large deposits to pay for potential unpaid utilities by tenants.

Move-in/Move-out Inspections

Landlords are encouraged to do a move-in inspection with the tenant at the start of the contract and have both parties sign a form attesting to the condition. This form protects the tenant from being charged for pre-existing conditions/damages and protects the owner by allowing them to verify any damage done by the tenant after move-in (therefore tenant's responsibility).

When Tenants Move Out

Utah Law requires at least 15-days' notice before the end of a contract or month-to-month agreement by either party in order for the contract to end.

However, most contracts require tenants give 30-days' notice before the end of a month. If tenants break a lease, they can be held responsible for all costs of cleanup, re-renting, and lost rent until re-rented or until the end of the term. Utah law requires owners to attempt to re-rent as soon as possible.

Deposit Refunds

Utah Law Requires landlords to refund the deposit or send an explanation of charges within 30 days of move out to the last known address. Sample language is:

1. Congratulations, you get your whole deposit of \$1,000 back!
2. Congratulations, your damages were \$500 and your deposit was \$1,000 so you get \$500 back!
3. Unfortunately your damages were \$2,000, your deposit was only \$1,000 so you still owe us \$1,000. Please pay this amount or we will vigorously pursue collections.

Penalties if a Deposit is not Returned on Time

There are penalties for landlords that do not return deposits. If a renter does not receive their deposit after 30 days, they must serve a 5-day notice (See page 33) to the owner requesting the refund or explanation of charges be sent to a specific address. This is called an opportunity to cure. The notice is served the same way eviction notices are served (See page 38) If the landlord does not send it within 5 business days, tenant can seek a penalty of 100% of the deposit, plus \$100 penalty, with the prevailing party receiving court costs and attorneys fees.

Property Inspections

The Industry Standard is to inspect your properties quarterly (four times a year) which will help you to ensure that your property is in good condition. Most landlords accomplish this by the simple expediency of coming over to the property twice a year to replace the furnace filter and twice a year to check the smoke detector batteries.

Inspections don't have to be a major production. Simply showing up at the property and getting a chance to look around a bit counts. You can accomplish this by collecting the rent check in person, checking on specific appliances, or even bringing the tenants a plate of cookies on their birthday. However it is still recommended that you do a through inspection of the entire property once every two to three years where you check every room and every feature of the property.

Tenants sometimes bristle at the thought of their landlord being over at the property so often and will ask "don't you trust me?" The answer is "Of course! I am here to make sure you get what you paid for—a property that is in good condition. If I catch you doing something wrong, we will deal with it, but my main purpose in coming by is to check on the property."

While you are there you should be checking for leaks, floods, safety issues, damage to the property, fire hazards, worn out floors and walls, drug paraphernalia, and signs of criminal activity.

Utah Fit Premises Act

Several years ago the Utah Legislature replaced most local landlord ordinances with a standard statewide act. This was great for landlords who own properties in multiple cities because it means the rules are the same everywhere. Here are the requirements under the law.

Duties of Owners

It is the duty of every residential rental property owner to maintain a “habitable dwelling”, which means assuring:



1. Running water and operational plumbing (including sewer);
2. Operational electrical systems;
3. Heat and hot water available;
4. Property able to be secured (locks on doors and windows); and
5. If installed, maintain in working order any A/C that is in at the time of rental

Note – If there is a problem with one of these things, the owner is required to substantially begin to work on the issue within three days of receiving notice.

In addition to making sure the building is habitable, owners must also:

- Maintain other appliances and facilities as contracted.
- Provide garbage receptacles (for buildings with more than two units)
- Provide 24 hour notice to enter except as provided for in rental agreement (it is a good idea to have language in the lease allowing quicker entry in some cases—See page 25).

An owner can choose not to repair a habitability issue and can cancel the lease. Also, an owner is not required to correct a condition caused by the tenant or their guests.

Asset Management

The reason why landlords did not object to this law is because it has as much to do with ensuring the property maintains its value as it does with making sure the tenant is comfortable and happy. If the heat gets shut off in the winter, the tenant might get by with a sweater, but the pipes will probably freeze and fill the apartment with ice. If the water gets shut off, your lawn will die. If the plumbing breaks, you will have to pay to pump out the water. If the door is removed, who has any idea who could wander into your rental. And if the electrical system is malfunctioning, the resulting fire would be a major inconvenience and loss for the property owner as much as for the tenant. Landlords have a vested interest in maintaining the value of the property, they need the tenants’ help and cooperation.

Utilities

The law makes it clear that it is an owner’s responsibility to assure utilities are on. While responsibility for payment can be delegated by contract to the renter, the owner must make sure they are on. The UAA recommends that you have a

“landlord’s agreement” with all utility companies that assures they never turn a renter’s utilities off. Instead, if it is not paid, the bill is transferred to the owner’s name. Owners then serve a Three-Day Notice to Perform Covenants of the Lease or Vacate notices stating the utilities must be paid and back on within three days or eviction will commence. (See page 38 for more details.)

Duties of Renters

Utah Law makes it clear that tenants must maintain the property in good condition and obey the lease and all applicable city and state laws. Some of the obligations of renters spelled out in Utah law include:

- Be current on all payments required by rental agreement (renters do not have right to stay or use other remedies if not current on rent)
- Cooperate in maintaining rental unit, including allowing owner and agents to enter to conduct maintenance
- Comply with board of health rules
- Maintain premises in clean and sanitary condition and not unreasonably burden common areas
- Properly dispose of all garbage
- Use plumbing, sanitary, and electrical fixtures as designed
- Occupy rental as designed – not increase number of occupants above that specified in agreement without consent of owner.
- Comply with the rules of the rental agreement
- Renters may not:
 - intentionally destroy or damage any part of rental unit;
 - interfere with peaceful enjoyment of another renter; nor
 - unreasonably deny access to the apartment to owner for purposes of maintaining premises



Owner’s Remedies

If a renter is in breach of the rental agreement, the owner can evict the tenant (See page 38), and get treble damages and court-ordered restoration of the premises to the owner. There will also be a judgment for monetary damages which can be used in a collection action to pursue the money owed.

If the property is not habitable and the landlord does not wish to restore it to a habitable condition the landlord may use a “Landlord Notice of Uninhabitable Premises” to release the tenant from the lease (See page 31) and cancel all of the tenants obligations under the contract. You must refund the tenant their full deposit.

Renter’s Remedies

Note: For a renter to be able to use the below remedies, they must be complying with all of the above listed duties under the law.

If a renter believes an owner is in breach of contract they may give an owner a “notice of deficient condition” and in that notice elect a remedy. The available

remedies may include;

- **Repair and deduct remedy** - After having served on the owner a notice of corrective action electing this remedy, and after the owner fails to correct within the specified timeframe, a renter may correct the action themselves and deduct the cost up to 2-months' rent from the next two rental periods.
- **Rent abatement remedy** - After having served on the owner a notice of corrective action electing this remedy, and after the owner fails to correct within the specified timeframe, a rental agreement is cancelled and the owner has to refund the full deposit and a pro-rated refund of rent from the date of the first notice of deficiency.
- A renter can sue for compliance.

Note: These remedies can ONLY be used, after following the specific process and timeframes.

Procedure for renter's remedy

The process is as follows:

- Step 1 – Notify owner in writing and have the notice served on the owner in accordance with 78B-6-805 (same as eviction notices are served) or as provided in rental agreement
- Step 2 – In the notice specify which remedy renter will seek if situation not remedied. The options are 1) cancellation of the lease, 2) fix it themselves and deduct up to two months' rent to pay for it, or 3) petition a court to require the owner to fix it
- Step 3 – List the required number of days a landlord has to remedy the situation
- Step 4 – If the owner has not corrected the situation in the allotted time frame, a renter may use the remedy they indicated in the notice

If the owner did not correct and the tenant opts to cancel the lease, the owner must pay to the renter the entire security deposit plus any pro-rated refund of any rent for time after the first service of the notice of deficient condition, within 10 days.

Timeframes

The renter must, after serving the landlord in writing, allow the specified number of days to pass before pursuing their remedy, called a "corrective period." For a standard of habitability, this is 3 calendar days; for a requirement imposed by rental agreement, this is 10 calendar days. In the case of an emergency or a condition that creates an immediate threat of imminent loss of life or significant physical harm, an owner is required by this statute to commence action to correct within 24 hours. (See notices pages 34-36.)

Substantial corrective action

Substantial corrective action is when an owner is doing what they can, but still has not completed the correction. (e.g., ordering a part that takes a week to

come, setting the first possible appointment for a heating technician, etc.)

Additional options for the owner

At any time in the process, an owner can give written notice that they have decided to not correct the condition and wish to terminate the rental agreement. In this case, the owner must give the renter 10 days to vacate, and must refund the entire security deposit plus any pro-rated refund for time after the service of the notice of deficient condition.

Crime victim's provisions

A landlord must release a tenant from their lease if they provide the following:

- Copy of police report that they were a victim of domestic violence and did not participate in the criminal act
- Payment of up to 45 days worth of rent as a fee for breaking the lease
- A landlord must allow a victim of a crime to change their locks. This is at the renter's expense and the owner must be given a copy of the key

Municipal regulations

Local cities cannot have any laws that are more restrictive on the above issues for rental properties. However they can have building and zoning codes that are applicable to all residential dwellings that will place additional requirements on your property (See page 49).

Explaining to Tenants their Rights & Responsibilities

The Utah Apartment Association believes that fair and just laws protect both landlords and tenants. We frequently work to protect the rights of tenants, and we advocate for laws that will protect them while still protecting the rights of landlords and property owners.

Individual property owners and landlords can make a big difference in the quality of their tenants' experience by carefully explaining to tenants their rights and responsibilities under the lease and under state law.

Many landlords sit down and go through the lease with their tenants upon signing or move-in to clearly outline what they expect from the tenants and what the tenants have a right to expect from them.

An increasing number of landlords are also starting to use customized tenant handbooks that not only have general details about state laws and local ordinances, but also specific provisions in the lease and particular information about the unit they are occupying.

Many of these handbooks include:

- Information about the appliances in the apartment
- An overview of their responsibilities under the lease
- Ideas for how to save on utilities
- Tips for how to clean the apartment
- Suggestions for routine maintenance that the tenant can perform
- Contact information for the landlord or manager
- Emergency contact information for police, fire, ambulance, and for any preauthorized contractors
- An explanation of how the deposit will be handled

On the following pages are several forms that tenants can use to assert their rights. They are available to the public on the UAA website under the renters tab. You are under no obligation to give these forms to your tenants. They are in this book because (1) you should be familiar with what to do if you receive one of these forms; and (2) you know tenants (whether they are friends, family members, neighbors, or former tenants) who might need help finding forms like these. You are welcome to point them to our website.



Landlord's Notice of Uninhabitable Premises

(Utah Fit Premises Act)

TO: _____
 (List all tenants known) _____

 Street Address _____

 City, State, Zip _____

**AND ANY AND ALL OTHER
TENANTS AND RESIDENTS OF
THE FOLLOWING ADDRESS:**

Ten Day Notice to Vacate

Notice is hereby given, as provided by Utah Code 57-22-6 of the above premises have been determined to be uninhabitable. All persons must vacate the premises no later than ten (10) calendar days from this notice. However, occupants, lease signers, and tenants of the premises stay for any length of time at their own risk. Further, governmental authorities/agencies may prohibit any occupancy.

Pursuant to Utah Code 57-22-6 et seq and the terms and conditions of the Residential Rental Agreement, Landlord has determined that it will be unable to repair deficient and habitability conditions in the above premises in a timely basis. The premises are NOT fit for occupancy at this time.

Landlord has elected to terminate the occupancy under the Residential Rental Agreement. Within ten days of this notice, Landlord shall tender to the Lease Signers any prepaid rent, deposit due, and pro-rata rent that was paid for the period after which the premises are vacated. Such amounts will be sent to the last known address of the Lease Signers or to such address as provided. However, if the cause for the uninhabitability of the premises is due to actions of the resident, lease signers, occupants, guests or invitees, then Landlord shall not be obligated to pay such amounts and obligations under the residential rental agreement shall continue. If the habitability issues were not caused by the resident, lease signers, occupants, guests or invitees, the Residential Rental Agreement shall be terminated.

Dated this _____ day of _____, 20_____.

Send Notices & Communications for Owner/Representative to:

NAME _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 TELEPHONE _____

 Owner, Manager, or Agent

Return of Service

On the ____ day of _____, 20____ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self-authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this ____ day of _____, 20____

 Signature of Server

TENANT'S NOTICE TO PROVIDE DEPOSIT DISPOSITION

TO: _____
(Owner or Community Name)

RE: _____
(Leased Address)

NOTICE IS HEREBY GIVEN THAT WITHIN FIVE (5) CALENDAR DAYS pursuant to Utah Code sections 57-17-3 et seq, the Owner or its agent must provide to the Tenant at the address below a refund of the security deposit and/or notice of any deductions from such security deposit as allowed by law.

NOTICE IS FURTHER GIVEN failure to comply with this notice require the refund of the entire security deposit and a penalty of \$100, if such amounts are not tendered and litigation is required to enforce the provisions of the statute, Owner and/or its agent may be liable for such court costs and attorney fees as incurred.

Tenant's Name(s) _____

Mailing Address _____ City _____ State _____ Zip _____

This is a legal document. Please read and comply with the terms herein.

Dated this _____ day of _____, 20____.

Tenant

Tenant Telephone (____)____-_____

Return of Service

On this _____ day of _____, 20____ I swear and attest that serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 et seq by :

- Delivering the notice to the Owner or its agent personally at the address provided in the lease agreement or to the registered agent; or
- Mailing the notice by registered or certified mail addressed to the Owner or its agent at the address provided in the lease agreement or to its registered agent; or
- After finding no suitable person to serve, posting the notice at a conspicuous place at the address provided in the lease agreement.

The address of Owner to which the service was effected is :

Address _____ City _____ State _____ Zip _____

Signature of Server

Self-authentication Declaration

Pursuant to Utah Code 46-5-101, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this _____ day of _____, 20____.

Signature of Server

Renter's Notice of Deficient Condition

(Utah Fit Premises Act)

TO: _____
(Owner/Representative)

24 Hour Dangerous Condition Notice

Notice is hereby given, as provided by Utah Code 57-22-6 of the below dangerous and deficient conditions at the premises listed herein.

Dangerous conditions are those that pose a substantial risk of loss of life or a substantial risk of imminent physical harm.

Remedial action to correct the dangerous condition must commence within 24 hours of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The dangerous condition is:

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5th day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS _____ DAY OF _____, 20_____

RESIDENT NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

Signature of Resident

Return of Service

On the _____ day of _____, 20_____, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self Authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

SO EXECUTED ON THIS _____ DAY OF _____, 20_____.

Signature of Server

Renter's Notice of Deficient Condition

(Utah Fit Premises Act)

TO: _____
(Owner/Representative)

Three Day Deficient Condition Notice

Notice is hereby given, as provided by Utah Code 57-22-6 of the below deficient conditions at the premises listed herein.

Deficient Conditions require action within three (3) calendar days. This does not apply to breakage, malfunctions or other conditions that do not materially affect the physical health or safety of the ordinary renter. These include secure premises (locks, windows, doors), water (hot & cold), working bathroom facilities, heat, and electricity.

Remedial action to correct the deficient conditions must commence within three (3) calendar days of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The deficient condition is:

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5th day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS _____ DAY OF _____, 20_____

RESIDENT NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

Return of Service

On the _____ day of _____, 20_____, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self Authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

SO EXECUTED ON THIS _____ DAY OF _____, 20_____.

Signature of Server

05/2019

Renter's Notice of Deficient Condition

(Utah Fit Premises Act)

TO: _____
(Owner/Representative)

Ten Day Deficient Condition Notice

Notice is hereby given, as provided by Utah Code 57-22-6 of the below deficient conditions at the premises listed herein.

Deficient Conditions require action within ten (10) calendar days. This does not apply to breakage, malfunctions or other conditions that do not materially affect the physical health or safety of the ordinary renter.

Remedial action to correct the deficient conditions must commence within ten (10) calendar days of this notice and must be diligently pursued until completion. By this notice, I grant to Owner/Representative permission to enter the premises for the purpose of corrective action. The deficient condition is:

If appropriate action is not commenced and completed timely as required, the below is signed Resident gives notice of its intent to elect the following remedy:

- Rent Abatement** I request termination of the rental agreement, refund of my deposit and any pro-rata rent, and agree to vacate within 10 days of when the conditions should have been remedied.
- Repair & Deduct** I will cause the condition to be remedied by appropriate licensed persons, deduct the actual amounts from my next month's rent, and provide copies of the receipts prior to the 5th day of next month.

I certify that neither any resident, occupant, family member, guest or invitee was the cause of the above deficient condition. I am in full compliance with all terms and conditions of the rental agreement and all rules & regulations. I am current on all payments required by rental agreement. I understand that I am not entitled to any remedy above if this certification is not accurate and true.

DATED THIS _____ DAY OF _____, 20_____

RESIDENT NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

Signature of Resident.

Return of Service

On the _____ day of _____, 20____, I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-801 et seq by:

- delivering a copy to the Owner/Representative personally; OR
- delivering a copy to the address required by the rental agreement; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self Authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

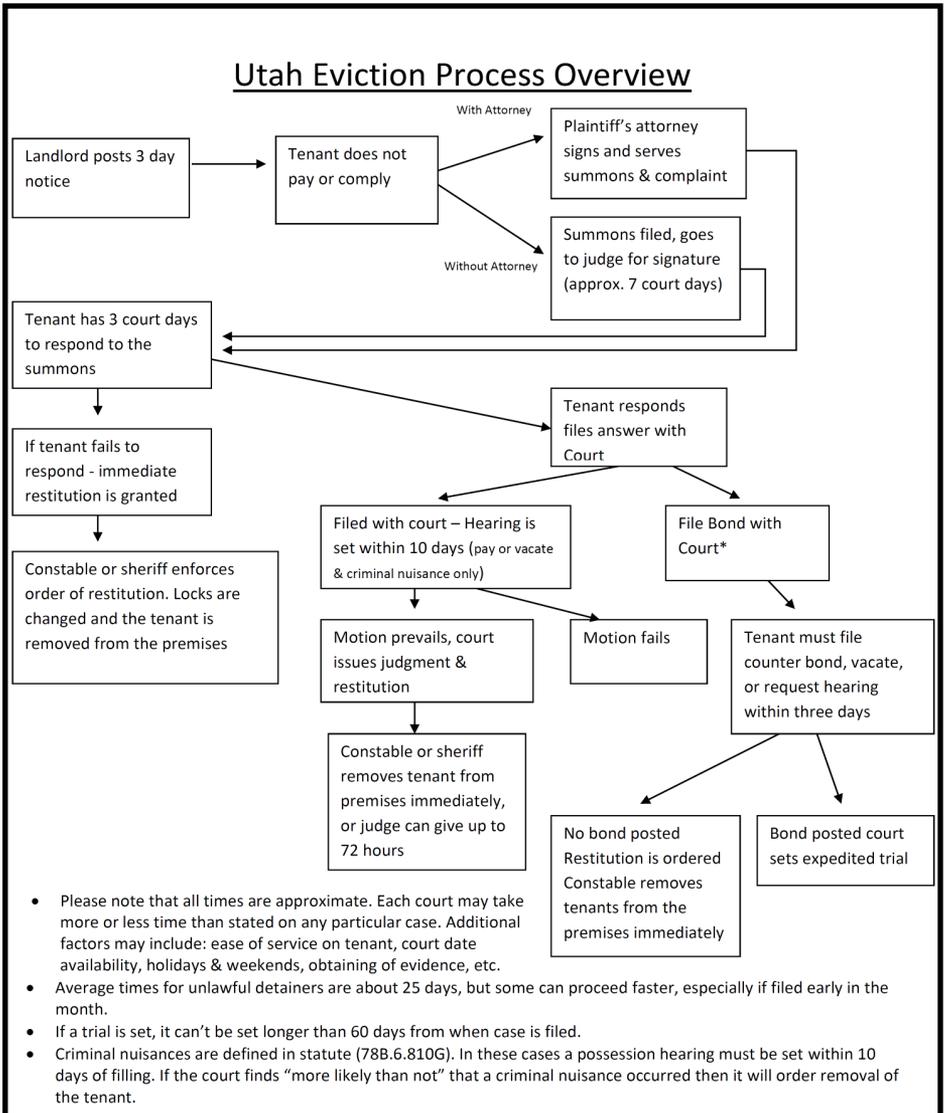
SO EXECUTED ON THIS _____ DAY OF _____, 20_____.

Signature of Server

The Eviction Process in Utah

Terminating a Tenancy

Under Utah law, rental arrangements may only be terminated by one of the parties (landlord or tenant) as laid out in the agreement, or with at least 15 days notice before the contract renews itself. If that doesn't happen the arrangement will continue under the current terms and conditions.



Terminating a Tenancy for Cause

Utah law allows tenants who violate the contract or commit a crime to be served a 3-day notice to remedy the problem or move, and assesses court costs and substantial damages if a tenant does not comply within the 3 days. Under Utah law, the following 3 “Causes” allow landlords to serve a 3-day notice:

1. **Failure to Pay.** If a renter is behind on rent in any amount, the landlord serves a “Three Day Notice to Pay or Quit” listing the amount due and giving three days for the renter to pay in full or move in order to avoid an eviction. Treble damages (triple rent) are assessed if a tenant does not move or pay by the fourth day. The tenant will be responsible for court costs and attorney’s fees if legal action is required.
2. **Failure to Comply.** If a tenant violates any term of the lease other than rent or criminal activity, this is the notice served (e.g., unauthorized occupants, animals, or pets; not maintaining the yard; not paying utilities; violating rights of neighbors; not complying with city laws about noise, trash, or yard maintenance; etc.). Same damages and court costs provisions as above apply.
3. **Nuisance.** If a tenant commits a crime or is a public nuisance, they are served a Three Day Nuisance Notice. They have no option to stay. They must move within three days or court action can commence. Same court costs and damages provisions apply .

Serving Three Day Notices

In Utah, notices can be served one of the following ways.

1. Deliver to the tenant personally
2. Send a copy through certified mail
3. Leave a copy with a person of suitable age (14) and discretion and mail a second copy
4. Post to the door after failing to find a person of suitable age or discretion.

The first and last methods are the ones most recommended. Anyone over the age of 16 can serve a notice in Utah. When “posting” to the door, the proper method is to place the notice face-out, with the text showing, then tape all four corners. You may want to take a witness or a digital photograph for proof of proper service.

Counting days

The day you serve a notice never counts, but the next three do. Use calendar days to count three day notices, not court or business days.

Filing the Lawsuit

In Utah, some landlords are allowed to file the eviction (called an “unlawful detainer action”) themselves. However, most evictions in Utah are done using an attorney. We are fortunate to have a handful of landlord specialist attorneys that do evictions for a small flat rate fee which keeps costs under \$500 for many evictions (prices vary - be sure to consult your attorney on the charges in advance). We recommend you use one of the attorneys who are members of



THREE DAY NOTICE TO PAY RENT OR QUIT

NOTICE IS HEREBY GIVEN OF DEFAULT IN PAYMENTS REQUIRED UNDER THE RESIDENTIAL RENTAL AGREEMENT.

TO: _____
 (List all tenants known)

 Street Address

 City, State, Zip

AND ANY AND ALL OTHER TENANTS AND RESIDENTS OF THE FOLLOWING ADDRESS:

1. Within three calendar days after service of this Notice, you are hereby required to pay by money order or cashier's check to the address listed below for the following:

RENT DUE FOR THE PERIOD THROUGH _____ \$ _____
 LATE FEES ACCRUING THROUGH _____ \$ _____
 OTHER FEES NOW DUE _____ \$ _____
 _____ \$ _____
TOTAL TO BE PAID \$ _____

OR

2. If payment as required is not timely made, all residents and occupants are required to vacate the above Premises within three calendar days. Such Premises to be surrendered to the undersigned according to the terms of the Residential Rental Agreement.

In the event the Residents and occupants fail to either vacate the Premises or pay the amounts stated above within three calendar days, each will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent and damages due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and a judgment for all rent, damages, court costs, future rent, attorney fees, and such other sums as provided for in the rental agreement.

THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.

Send Notices & Communications for Owner/Representative to:

Dated this _____ day of _____, 20____

NAME _____
 ADDRESS _____
 CITY, STATE, ZIP _____
 TELEPHONE _____

Owner, Manager, or Agent

Return of Service

On the ____ day of _____, 20____ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self-authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this ____ day of _____, 20____

Signature of Server

THREE DAY NOTICE TO COMPLY OR VACATE



TO: _____
(List all tenants known)

Street Address

City, State, Zip

**AND ANY AND ALL OTHER
TENANTS AND RESIDENTS OF
THE FOLLOWING ADDRESS:**

NOTICE IS HEREBY GIVEN that after service of this Notice upon you, the tenants, occupants, and residents of the above address must either comply with the terms of the residence or vacate **within three (3) calendar days**. A breach of your lease or the community rules has occurred. This is a serious matter that needs to be taken care of immediately. To insure the safe and peaceful enjoyment of the premises by all tenants, you must abide by all terms of the lease and the rules and regulations. By this notice, you are given three calendar days to comply with all such terms. Specifically but not limited to, you are requested and required to come into compliance with the following:

If you fail to comply with the above, the above premises must be vacated **within three (3) calendar days** pursuant to the breach of your residential rental agreement, or a violation of the rules and regulations wherein such breach or violation caused or maintained a nuisance at the premises surrounding thereto.

THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.

If you have not complied as required of the address above is not vacated within three calendar days, you will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amounts of rent and damages due for unlawful detainer. You will continue to be liable for rent until the end of the lease term or until the premises are re-leased. The undersigned will institute legal action to obtain restitution of the premises and obtain a judgment for all damages, court costs, attorney fees, and such other sums as allowed.

You are further notified that upon the expiration of the three days your premises will be inspected to determine compliance.

Send Notices & Communications for Owner/Representative to:

Dated this _____ day of _____, 20_____.

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
TELEPHONE _____

Owner, Manager, or Agent

Return of Service

On the ____ day of _____, 20____ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self-authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this ____ day of _____, 20____

Signature of Server

THREE DAY NOTICE TO VACATE (NUISANCE)

TO: _____
(List all tenants known)

Street Address

City, State, Zip

**AND ANY AND ALL OTHER
TENANTS AND RESIDENTS OF
THE FOLLOWING ADDRESS:**

NOTICE IS HEREBY GIVEN that after service of this Notice upon you, the tenants, occupants, and residents of the above address must vacate **within three (3) calendar days**. This address must be vacated pursuant to a breach of your residential rental agreement, or a violation of the rules and regulations wherein such breach or violation caused or maintained a nuisance at the address or the premises surrounding thereto; Such nuisance is specifically but not limited to:

THIS IS A LEGAL DOCUMENT PLEASE READ AND COMPLY WITH THE TERMS HEREIN.

If the address above is not vacated within three calendar days, you will be in violation of Utah Code Annotated 78B-6-801 through 816 and in unlawful detainer of the premises. Utah law provides for damages equal to three times the amount of rent and damages due for unlawful detainer. The undersigned will institute legal action to obtain restitution of the premises and to obtain a judgment for all damages. Court costs, attorney fees, and such other sums as provided for in the agreement. You may also be liable for continuing rent until the end of the lease or the premises are re-leased.

Dated this _____ day of _____, 20_____.

Send Notices & Communications for Owner/Representative to:

NAME _____

Owner, Manager, or Agent

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

Return of Service

On the ____ day of _____, 20____ I swear and attest that I did serve this Notice in compliance with the provisions of Utah Code Annotated Sections 78B-6-805 by:

- Delivering a copy to the tenant personally; OR
- leaving a copy with a person of suitable age and discretion at tenant's place of business or residence; OR
- affixing a copy in a conspicuous place on the above address after failing to find a person of suitable age and discretion there.

Signature of Server

Self-authentication Declaration

Pursuant to Utah Code 78B-5-705, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

So Executed on this ____ day of _____, 20____

Signature of Server

the Utah Apartment Association (See inside back cover). They contribute their resources, time and support to making sure the laws in Utah protect landlords effectively.

You may not file your own eviction if your property is owned by an LLC, a corporation, a limited partnership, or if you manage the property for the owner. Owners whose properties are in a sole proprietorship may do their own evictions.



The eviction process in Utah tends to be faster with attorneys, so make sure the money you save in legal fees is greater than the lost rent for the extra time it takes on your own (in our experience, about 2 weeks longer, on average). We also frequently hear complaints that judges don't give triple damages to landlords when they represent themselves, so educate yourself about the potential pros and cons.

New Eviction Disclosure Notification Requirements

New court proceedings (Utah Rule of Civil Procedure 26.3) went into effect on November 1, 2016 for all residential evictions.

If the eviction goes to a hearing, you will need to provide the following to the defendant at least 48 hours before the hearing All eviction notices served

- Ledger showing itemized breakdown of all charges and payments
- A factual basis for the eviction (usually outlined in eviction notices)
- The names, phone numbers and mailing addresses of any witness you may call upon during the hearing

If you are using an lawyer for your evictions, this should be happening already. If you are not using an attorney, this additional requirement may make it more difficult for you to do an eviction on your own. Also, these requirements are the same for the tenant, who must provide you any documentation and witnesses they will be using during the hearing.

Dealing with Trespassers

A new law from 2017 gives tenants a new right to remove trespassers from their property. This means that if the tenant has unwanted friends staying with them they can give them a notice that they are trespassing, contact the police, and have the police remove the unwanted guest from the property. (Utah Code Ann. § 76-6-206.4[2]). So, while you cannot remove the unwanted individual from the property without evicting the tenant, your tenant now has the right to remove them for you. This is important because you can now present your tenant with two options when they have an unauthorized individual living in the apartment: either you remove them, or I will have to evict you in order to remove them.

Premises Abandonment

A premises (or rental dwelling) is ***presumed** abandoned and subject to a landlord changing the locks and taking possession of the premises in the two following circumstances:

1. The tenant's property has been removed and rent is past due one day.
2. The tenant's personal property remains in the apartment but there is no reasonable evidence that the tenant is still living in the premises AND rent is past due 15 days.

Once the property is abandoned under Utah law, a landlord can take possession and change the locks immediately.

NEW LAW PASSED IN 2018

If the landlord believes this presumption for abandonment is met but wants to make sure that the property is definitely abandoned, the landlord can take one additional step and post a "Declaration of Abandoned Premises". This Declaration of Abandoned Premises must (1) list the landlord's address, (2) give a brief factual basis explaining why the landlord believes the presumption for abandonment has been met, (3) state the date and time the declaration was served, (4) be posted on the property for 24 hours (excluding weekends and holidays), and (5) contain specific language of abandonment found in Utah Code Ann. §78B-6-815(2)(a).

If the tenant fails to dispute or rebut the Declaration of Abandoned Premises in writing within 24 hours of the declaration being posted, then the property is abandoned as a matter of law (making it much more difficult for the tenant to claim they did not abandon the premises).

Abandoned Property

When tenants leave personal property behind, Utah law requires owners to store it for 15 days (with three exemptions if requested). The following is the procedure for dealing with abandoned personal property:

- Document the abandoned property – digital photos and written inventory.
- Store items for 15 days in a secure location and both send a letter to renter (last known address) and post a notice on the door of the abandoned premises.
- After 15 days, the landlord may give items to charity, make attempts to sell them and apply all proceeds to debt, or dispose of the items.

- In three cases, the landlord must give an additional 15 days to reclaim property, if requested: (1) the tenant was a victim of domestic violence; (2) the tenant was hospitalized for serious injury or illness; and (3) the tenant deceased (the property belongs to the deceased tenant's estate).
- Within the timeframe, any other items can be reclaimed by payment of reasonable moving and storage fees.
- Within the first 5 days of taking possession of abandoned property, the landlord must let the tenant reclaim the following items with no charge: clothing; medical equipment and prescriptions; and papers and documents, such as those that verify identity and eligibility for government benefits.

The landlord does not have to store hazardous materials (dispose of properly), animals (call animal control or take them to the humane society), trash (throw it away), perishable items (clean out the refrigerator), or vehicles (these can be towed off private property and dealt with by the impound lots).

DECLARATION OF ABANDONMENT (REAL PROPERTY AND PERSONAL PROPERTY)

This Notice is Given to Tenant(s):

Name: _____
Address: _____

(And all other tenants known)

This Notice is Given by Landlord(s):

Name: _____
Address: _____

Phone: _____

TAKE NOTICE THAT THE LANDLORD OF THE ABOVE PREMISES CONSIDERES THESE PREMISES ABANDONED. The Landlord is retaking the premises and will endeavor to re-rent them at a fair value for your benefit. You will be liable for: (1) The actual moving and storage costs incurred in removing and storing your personal property; and (2) The entire rent due for the remainder of the lease term; or (3) Lost rent during the remainder of the lease term.

YOU ARE FURTHER NOTIFIED that the Landlord may remove and store all personal items remaining on the Premises. However, the Landlord may properly and immediately dispose of: (a) chemicals, pests, potentially dangerous or other hazardous materials; (b) animals, including dogs, cats, fish, reptiles, rodents, birds, or other pets (will be turned over to the appropriate animal control organization); (c) gas, fireworks, combustibles, or any item considered to be hazardous or explosive; (d) garbage; (e) perishable items; or (f) items that when placed in storage might create a hazardous condition or a pest control issue.

On the _____ day of _____, 20____, at _____ AM PM (must be at least 15 calendar days from today's date), the Landlord will sell any remaining property at a public sale, donate the property to charity, or discard any remaining items of personal property. In order to claim any personal property left behind, any tenant or occupant must, within fifteen (15) calendar days of the date of this notice, provide landlord with (1) a written demand to return personal property, (2) evidence of ownership of the personal property, and (3) payment for the costs of removal and storage.

RETURN OF SERVICE AND SELF AUTHENTICATION DECLARATION

This Notice was served on the above-listed tenant(s) on this _____ day of _____, 20____, in the following manner:

Posted and Mailed Service. A copy was posted in a conspicuous place on the premises and a copy was sent by first class mail to the last known address for the tenant.

Pursuant to Utah Code Ann. §46-5-01, I declare under criminal penalty that the foregoing is true and correct.

Signature of Notice Giver: _____

Copyright © 2010-2014. This form provided by the Law Offices of Jeremy M. Shorts, LLC and may be used by landlords within the state of Utah. Use of this form shall not constitute legal representation by this Firm. Visit www.utahevictonlaw.com for more landlord forms and materials. Phone: 801-610-9879. Rev. 7/7/2014

Other Utah Laws that Affect Landlords

Local Laws and Business Licensing

Most of the laws we have talked about in this book are Federal or State laws. There is another very important layer of regulation that landlords have to deal with which is municipal, or local law.



Cities and counties in Utah have limited authority to regulate landlord/tenant law, contract law, and what rents or fees landlords charge (they are actually prohibited from limiting that by our state Rent and Fee Control Prohibition Act) but they have broad authority to regulate businesses and to regulate property use and misuse.

Are Rental Properties Businesses?

Of course. So municipal governments can regulate them. Utah business license law allows municipalities not only to license any business but also to inspect them and to charge them extra fees if the city can demonstrate that the businesses create more cost to the city.

A controversial provision of Utah business license law allows cities to study whether rental housing in their city creates more police, fire, and code enforcement cost than owner occupied homes. If they do, (which most cities can demonstrate that rentals do) they can charge what is called a “disproportionate fee” to cover the additional cost caused by rental properties.

For instance, West Jordan did a study that found rental properties had 75% more police calls per unit than owner occupied homes. The study divided the total cost of these extra calls and divided by the number of rental units and came up with a \$200 per unit fee. State law allows them to charge each rental home that fee each year.

Good Landlord Programs

The Utah Apartment Association has been successful working with the state legislature and several cities to offer a discount on their disproportionate fee to landlords who commit to manage their property, employing the following best practices and procedures that have been proven to reduce cost to cities:

1. Run background checks and be selective about to whom they rent.
2. Evict tenants who commit crimes or become a public nuisance.
3. Comply with local codes and ordinances including doing self-inspections.
4. Take a city-approved Landlord training class every few years.

In exchange for landlords and property managers agreeing to do these things (which, frankly, every landlord should do anyway, and if they did them, would

make them more money, reduce their work, and reduce their risk) the city provides a discount on the license fee. In West Jordan, for instance, the fee reduces from \$200 per unit to \$7 if the landlord participates.

In addition, cities agree to provide additional service to program participants. The most important one is that the police department notifies landlords when there is a crime or nuisance on their property so that landlords can do a civil eviction and remove the tenant from the neighborhood. This reduces the work the city must do by eliminating follow up calls to the same problem tenants over and over. Another additional service is that some cities are starting to email notices or code enforcement violations (i.e. tenant having abandoned vehicle, unkempt yards, junk and debris) so landlords can quickly serve 3 day notices and resolve the problem.

Several Utah Cities had Good Landlord programs for all rental properties (including single family homes and duplexes). These cities include:

- Clearfield
- Logan
- Midvale
- North Salt Lake
- Ogden
- Roy
- Salt Lake City
- South Salt Lake
- South Ogden
- Sunset
- Taylorsville
- Washington Terrace
- West Jordan
- West Valley

Good Landlord Programs Work Phenomenally Well

Several cities have seen crime fall as much as 30% after “Good Landlord” programs have been implemented. Housing complaints have fallen. Most exciting, landlords report higher profits, better tenants, and fewer problems than ever before, and landlords note that tenants are staying longer.

Criminal Exclusion Mandates

Beginning in Spring 2017, all of the cities with Good Landlord programs (except Ogden and West Valley) can no longer mandate that landlords are not allowed to rent to people with criminal history. They can still mandate that landlords do background checks, and then the landlords can evaluate whether to rent to the individuals in question.

For More information on Local Ordinances contact the UAA or your local municipality.

What Cities Can Regulate?

Municipalities may create and enforce regulation concerning the use of property. This is called zoning. They may also regulate common housing concerns. There is a list of common housing issues and zoning concerns on the following page.

Generally, municipalities can set general maintenance standards for the exterior and interior of properties, limit the storage of solid waste (junk) or vehicles on property, and enforce noise ordinances.

What Municipalities May Not Regulate

The list of what municipalities cannot regulate is quite extensive in Utah. Following are some examples of things municipalities cannot be involved in:

- Defining habitability or remedies tenants have against landlords
- Restricting rents, fees or deposits charged
- Interfering with contracts that define who pays utilities and how
- Safety upgrades of older properties (except for below)
- Charging a fee for a rental inspection
- Limiting the number of un-related occupants in a rental to less than 4 in cities without a University or less than 3 in cities with a University
- Charging an owner more than one base fee for business licenses no matter how many units the owner owns

Requirements for Non-Conforming Properties

The Utah Legislature has defined for cities 7 things they can require non-conforming (or grandfathered) properties to bring up to code. Many older properties would not meet current codes and they do not have to. They can be required to:

- Install battery operated smoke detectors
- Install GFCIs (ground fault circuit interrupter plugs in) in wet areas, like kitchens and baths on existing wiring
- Provide egress windows (large enough to get out of in a fire) in sleeping rooms
- Plumbing and electrical upgrades if current systems are unsafe or not working
- Solid-core fire doors between adjoining units
- Hand or guard rails
- Street addressing

Inspections and Code Enforcement

Utah law allows city governments and health departments to inspect “upon cause or complaint”. This means neighbor/tenant complaints or observations from the exterior by city employees can trigger an inspection. When inspectors are in your property or on your grounds, they typically look for items such as:

- All exterior surfaces must be in good condition and not in need of paint or repair.
- Sidewalks, driveways, and parking must be in good repair and free from hazardous conditions.
- Windows and doors must be in good repair and weather tight.
- The interior of all units must be maintained in a clean, safe, and sanitary condition.
- All walls and floors must be maintained in a secure and intact manner. Walls and ceiling surfaces must be painted.
- A working vent fan in each bathroom with no window or vent to the exterior.
- Bedroom windows used for emergency egress must be operable and have a minimum dimension of twenty inches by twenty-four inches.
- Smoke detectors must work and be installed as per manufacturers requirements. (City code requires a smoke detector be located in the area giving access to a sleeping room.)
- Stairways must meet headroom, rise, and run requirements per city code.
- Bathroom sink, tub/shower, and kitchen sink must have hot and cold running water.
- All plumbing pipes and fixtures must be maintained and not leak.
- All mechanical equipment (i.e. permanently installed heater, water heater etc.) must be properly maintained and operated in a safe manner.
- Water heater must have a pressure-temperature relief valve and discharge pipe.
- Flu vents must meet required clearances from combustibles (single wall flu vents, six inches; double wall vents, one inch).
- Mechanical/furnace rooms are not to be used for storage areas.
- All electrical outlets must be either grounded, two prongs, or GFCI.
- All electrical panel boxes, outlets, and lighting fixtures must have proper covers.

Other items that are looked at during an inspection are:

1. Outdoor storage, junk and debris – property must be clean.
2. Unlicensed vehicles - (must be operable and have a current registration)
3. Landscape maintenance
4. Vehicle parking on non-hard surfaced areas.
5. Weeds

Notice and Time to Cure

Cities must give you notice and a “reasonable” opportunity to cure for every separate issue. Reasonable times vary. 24 hours may be reasonable for snow removal, while repairs or removal may require longer.

How Many Occupants Can Live in Your Place?

Federal Fair Housing law prohibits discriminating against families by using any occupancy standards that are discriminatory (See page 19 for more info)



However, in the state of Utah, cities are allowed to set restrictions on the number of unrelated occupants allowed in a rental unit, with some limitations:

- A city without a University in its boundaries can only limit the number of unrelated occupants to 4.
- A city with a University in its boundaries can only limit the number of unrelated occupants to 3.

In other words, the owner of a three bedroom could have an occupancy standard that allowed either three unrelated individuals or a family of no more than seven individuals.

Sometimes cities have rules that violate this law. To be clear, cities cannot prohibit the following:

- More than two families from sharing one rental (i.e. two married couples sharing a two bedroom or larger unit)
- A grandmother, two adults, and two children sharing a three bedroom or larger unit
- A family OR unrelated individuals, but no combination of the two

If a city is giving you a problem because they do not understand this law please contact the UAA and ask us to contact the city on your behalf. We are working with the cities to clarify the law, but some still do not fully understand how it works.

Rental Housing in Community Associations (HOA's, PUD's)

Operating rental properties in HOA's can be a challenge, because many of the associations and their policies can be anti-landlord and anti-renter. In both 2014 and 2015, the Utah State Legislature passed legislation to prohibit many policies that associations had passed that were hurting landlords and tenants.

The Utah Apartment Association pushed for these rules on community associations because owners and property managers had reported an increase in hostile policies that seemed designed to treat renters and rental owners differently and charge them more. Examples of policies that were made illegal include (1) charging extra fees to rent a unit; (2) restricting renters from using pools or tennis courts; and (3) having a \$500 fee each time a tenant moved in or out (but not having such a fee for owners). If you have questions about specific policies or charges with your community associations, feel free to call us to discuss.

What Community Associations Can Do

HOA's and PUD's can have policies limiting the number of units in the community that will be used as rentals. This is necessary, because in some cases, if the percentage of rentals in a community becomes too high, lenders will no longer finance individual units. So state law allows community associations to set a cap. Be sure you understand that before you buy a unit in an HOA or PUD.

1. They can require the names and contact info of tenants residing in the rental.
2. They can require an owner get a signed addendum stating the tenants will follow the community rules.
3. They can require a copy of the lease.
4. They can have rules that are the same for owner-occupied and rental-occupied units.

What Community Associations Can't Do

1. They cannot require landlords give them copies of credit reports or applications with personal info.
2. They cannot insist on board pre-approval of applicants. In other words, they don't get a say in who you select.
3. They cannot charge any higher fees or assessments on tenants or landlords than they do to other residents.
4. They cannot have different rules or privileges for owners than renters.

Frequently Asked Questions

These questions represent the most commonly asked questions we get at the UAA. If you don't find your answer on here, visit our website (www.uaahq.org) or call us at 801-487-5619

Operating a Rental Property

Do I need a business license to rent my property?

Most likely. Most major cities in Utah require licenses for all landlords. However, some cities do not require licenses on small properties, like duplexes and single-family rentals. You can call your city business licensing department or the UAA to find out if you need a license in your city.

How many smoke detectors are required in a rental?

Usually, there should be a smoke detector near each bedroom, in any adjacent hall, near the furnace and water heater, near the kitchen, and at least one on each floor.

How many people can live in a rental unit?

As many as the fire code will allow if it is a family (however most landlords limit occupancy to 2 or 3 per bedroom). If it is unrelated singles, up to 4 in cities without universities, or 3 in cities with universities.

What makes a rental “uninhabitable?”

On page 27 there is a list of habitability issues.

Rents and Fees

How do I know what rent to charge?

Rents are set by the market. If you aren't sure what your property is worth, find out the prices of other properties with similar features in a similar area.

Are there laws about how much I can charge for rent?

No. Utah law leaves all charges up to landlords.

What is an acceptable late fee?

A late fee should be no more than 10% of the rent for that month. Courts in Utah prefer one-time late fees (like on the 5th if it isn't paid), and they don't like daily late fees.

How do I set my deposit?

Deposits are set by the market. Determine what similar properties are asking. A common range is 75% –150% of one month's rent.

How much can I raise rent, and when?

In Utah, there are no prohibitions on raising rent or by how much. The only limitation on raising rent is it generally cannot be done in the middle of a lease. Read your contract to make sure how much notice is required to raise rent. A good rule of thumb is give at least 30-days' notice, if on a month-to-month contract.

Dealing with Tenants

How do I run a background check on a prospective tenant?

Have a prospect fill out a rental application (sample on page 2), pay an application fee, and put down a deposit. Then do a background check. Information on how to get set up to have the UAA do it is on the inside cover of this booklet.

I have a prospective tenant who is here on a student visa, I can't check their credit. What should I do?

Run a background check like you do on everyone. If they do not have a social security number it is possible to run a background check with a tax id number. You are unlikely to find history since they lived in a foreign country. Some landlords require co-signers or higher deposits if they cannot verify all the required information (like in this case). It's quite common for landlords to charge higher deposits in a situation like this.

Who should I put on the lease?

You should put everyone over the age of 18 on the lease so you can hold them all accountable if something goes wrong or there is a balance due.

My tenant signed a lease, and the next morning said they changed their mind. Can they do that?

There is no "3 day right of rescission" on real estate contracts in Utah. So you can hold them liable for the rent until you re-rent it. However, it will be very difficult to collect that money from the tenants. This is a great argument on why we get deposits in advance.

How much notice must I give to enter an apartment?

Your contract sets this. In the UAA contract it says reasonable notice unless to verify occupancy, it is an emergency or to do a repair. The suggestion is to give as much notice as possible and always leave a note if you were there.

What if a tenant won't let me in?

It would be a contract violation. Serve a Three Day Notice to let you in within three days or you will begin an eviction.

My tenants are not following the rules. What should I do?

Serve a Three Day Comply or Vacate Notice. (See page 38 for more information.)

A tenant is late on rent. What should I do?

Serve a Three Day Notice to Pay or Vacate. (See page 38.)

A tenant is allowing crime (or has committed a crime) on the property. What should I do?

Serve a Three Day Nuisance notice asking them to leave within three days or you will begin an eviction. You usually need a police report or witnesses. However, most tenants move when given the notice.

I do not want animals in my rental. Can I deny someone with a disability who wants a service or companion animal?

You can deny in this situation only if you own less than 4 units, don't have a

real estate license, and your rental is not associated with a business. If you don't meet these guidelines, you must comply with fair housing law that requires you to give an accommodation to someone who is disabled. (See page 13.)

My tenant wants 2 companion animals. Do I have to allow them both?

Companion animals don't get companion animals, but if a person has a need for two animals (they have 2 disabilities that each require a particular animal) you may need to approve both. Also, two tenants may both have disabilities and need one each. They still have to provide verification of eligibility and need for this "accommodation," and the landlord can visit with the doctor to make sure it is really necessary and not just desire or preference. Always consult an attorney or the UAA before you deny assistance animal requests.

Someone not on the lease is living there. What should I do?

Serve a Three Day Comply or Vacate Notice. You could give them an opportunity to apply. If they qualify, you could add them to the lease. If they are approved, you'd have another guarantor on the lease. If they are not approved, or if you don't want more people, make it clear that they need to be out in those three days.

There was a flood/fire/disaster at my property, what am I responsible for?

Landlords are neither responsible to cover the costs of hotels or alternate housing while repairs are being done, nor for damage to a tenant's personal possessions (those things are would be covered by renter's insurance). What a landlord is responsible for is to make the property habitable as quickly as possible by conducting or scheduling repairs. If it can't be made habitable within 3 days, the landlord can serve a notice of uninhabitable premises, and the tenant must leave within 10 days (See page 31).

What do I do if my tenant passes away?

Death terminates contracts. So if a tenant is the only one on the lease and dies the contract is cancelled. If there is another party on the lease, they are still authorized and responsible. Any property left behind is considered abandoned. Try to work with either the executor of the estate, or the person listed as the emergency contact to get the possessions to the family if possible.

How much notice do I have to give my tenant if I want them to move out?

It depends on your contract. If the lease has gone month-to-month generally only 15 or 30 days. If they are in the middle of a lease you can give notice that you want them to move at the end of the contract, even if that is months away.

My tenant wants out of the lease early. What are my options?

There are only 4 reasons you MUST let a tenant out of a lease: military deployment, domestic violence, fit premises remedy or death. Otherwise, you don't have to let tenants out of leases. You could allow them to move and keep paying rent until its re-rented (you then have a duty to do your best to get it re-rented). You could negotiate a settlement of some kind, like 45 days rent as a cancellation fee. Lastly, some landlords allow tenants to cancel leases if they find a "replacement tenant" using your criteria and doing most of the work of marketing and showing the property. Note: don't let someone out of a lease this way unless the new tenant had been approved by you, put down a deposit and signed a lease.

I rented to 3 roommates. Now 2 of them want the other kicked out. What do I do?

Roommate situations are tough. Make sure when you rent to multiple parties you put them all on the lease as “jointly and severally liable” and explain this means they are all responsible and joined as one party. So if two want to get rid of one, they have to work it out. You as landlord can’t interfere or force it. Your only option is to evict them all.

My tenants are getting divorced. How do I determine who gets the security deposit?

Always send security deposits back with the names of all the people on the lease to either the last known address or to the forwarding address. Then they will have to get together and work it out. This will protect you from liability or accusations you picked a favorite.

My tenant wants something in the unit fixed, but I don’t want to fix it. Do I have to?

It depends. If it’s a habitability (page 27) or a contract issue, you will likely have to. If it was damage caused by the tenant you don’t have to, unless they serve you a notice of deficient condition and then you may have to repair it and charge it back to them.

My tenant wants a trampoline, swimming pool, etc. What is my liability?

Contact your insurance agent to see what your policy covers/doesn’t cover, and call your lawyer to see if a lease addendum can help protect you.

My tenant has been on a month-to-month agreement for 2 years. How much notice to I need to give them to move out?

Usually 15 or 20 days. Check your contract. If it is silent on it, 15 days.

My tenants are using drugs on the property, can I be held liable?

Probably not – but if criminal activity is ongoing and there is documentation of it (such as a charge or arrest) do a criminal nuisance eviction (page 38). You might be liable if you had actual knowledge and still didn’t take care of it.

My ex-tenant says that they left the property clean, but I had to clean it up. Now they are disputing the deposit accounting. What do I do?

“Clean” is a very subjective word. The best way to protect yourself is to have a move-in/move out form and take photographs before and after. If they dispute deductions for cleaning and take you to court, before-and-after photos along with the checklist will make your case much stronger.

My tenant left a mess when they moved, and I spent my own personal time fixing the property. How much can I charge them for that?

Judges are often sensitive to a tenants’ deposit, and it is often better to be safe than sorry when accounting for the deposit. You can charge the tenants for materials used at cost. A judge may allow you to charge your time at either minimum wage or a competitive rate. To find a competitive rate, call three companies and get bids for the job, then charge the tenants the cheapest bid for your time.

How do I collect from a tenant that owes me money?

Don't rent to people who owe others money. If someone moves out owing you, send them an accounting. List all charges, deduct the deposits and provide a balance due. Next, if they don't contact you, send the matter to a collection attorney or collection agency. It is possible to garnish wages or bank accounts and get some money back. It is always worth a try. A judgment stays on their credit for 8 years (renewable for another 8 years). If they want to purchase a home during that time, they will probably have to pay off that debt.

Eviction Issues

I have heard I can't evict someone in the winter or if they have kids. Is this true?

No. You can evict any time someone violates a contract, including not paying rent or allowing criminal activity on the premises.

How do I begin an eviction?

The first step is to serve the appropriate eviction notice. (See page 38.) Next, you either hire an attorney or go to your district court and begin the process. Utah courts require online filing. www.utcourts.gov

Do I need an attorney to do an eviction?

Maybe. If you are incorporated as a partnership, trust or LLC you cannot represent that entity in court without being an attorney. If you are a sole owner, then you can attempt to do an eviction on your own. Evictions done with an attorney are usually quicker, easier and more cost effective—and have a much higher success rate, and many landlords find that they save more than they end up spending in time, money and effort.

Who can serve a notice?

Anyone over the age of 16 can serve a notice. Most landlords serve the eviction notices themselves. The summons and complaint, however, must be served by a constable or sheriff

How do I serve a 3 day notice?

The best process is to “post, picture, knock”—that is, post the notice on the door, take a picture of it, and then knock. If the tenant answers you just delivered it in person. If not, you posted it to the door. Either way, you have proof of what you have done. (See page 38.)

How do I count the days?

Calendar days. Never counting the day served. For example, if you served a notice on Saturday, day one would take place on Sunday.

A tenant committed a crime NOT on my property. Can I evict them?

No. You can evict someone for a criminal act on the property if it is a lease violation or a public nuisance as defined by state law. Courts would not allow you to evict a tenant for a crime off property. However, any time you decide you no longer want to rent to someone, you may send a letter that says, “When your lease expires on (fill in the blank), we will not be renewing with you. Plus, if you would like to move earlier, we would be happy to let you out of your lease and accommodate you.”

What is the definition of nuisance on a 3-day nuisance notice?

Under Utah law, a public nuisance is:

1. A criminal act committed on the property
2. A serious threat to the health and safety of others
3. Failure to comply after receiving multiple opportunities (usually three) to comply

Dealing with Abandonment or Abandoned Property

When is a rental house considered abandoned by a tenant?

A rental is considered abandoned 1 day after non-payment of rent and they have taken their property, or 15 days if they have left their property behind.

If a tenant leaves stuff what should I do with it?

First, document the property thoroughly. Most people make photographic record as well as a list of any valuable items. Utah law requires owners to store abandoned property for 15 days. Unless it is clearly garbage, owners and managers should attempt to store the property in a secure location and notify the tenant by any means possible (See page 43 for more info).

My tenant abandoned property. I like some of the stuff, can I keep it?

You must follow the abandoned property procedure. After storing the property for 15 days, you can throw it away, give it to charity, or auction it off. Only in cases where you are still storing it, or you were the highest bidder, can you actually have possession of the property.

Dealing with Government Entities

What renovations or improvements can a city make me do??

It depends on what they ask. See page 48 for a list of things cities can require.

A potential tenant has told me they have a Section 8 voucher. What is that? Do I have to accept it?

You should not discriminate solely based off their participation in the program, but you can hold tenants with vouchers to the same standards as other tenants. Follow your regular screening policies. Remember that you are allowed to deny someone based on credit /financial history. That being said, you will consider the housing voucher as part of a tenant's income. Take their application and proceed like normal.

Be aware that in 2017, the Utah legislature appropriated 1 million dollars to a Section 8 Landlord incentive program. This program backs up Section 8 tenants by covering a landlord's losses or costs up to \$5,000, from any tenant on a Section 8 voucher.

The Housing Authority inspected my house and gave me a list of things to repair. Do I need to repair everything?

No. You only have to do repairs if you want to qualify for the government to pay the rent for that tenant. You can say, "No," and find another tenant, or you can repair the items and qualify for government-paid rent for 12 months until

the next inspection. If the tenant did any of the damage, you still have to repair if you want the money, but you can charge the tenant.

What are the major differences between a tenant who is on Housing and tenant who isn't?

The biggest advantages to having tenants who are on government housing are: (1) the rent will be paid by the government, so you have a secure source of revenue; and (2) the Housing Authority will give you additional leverage to help bring the tenant into compliance if they are breaking the rule, because they risk not only being evicted, but losing their Housing Assistance. The biggest drawbacks to having a tenant on housing are that you usually cannot charge tenants for utilities, you may be locked into one year leases, you will have to deal with regular inspections from the housing authorities, you may be forced to fix damage caused by the tenants before they pay for the damage, you cannot evict tenants for the actions of their guests (although you can restrict their guests), and you must have a "just cause" for not renewing a lease instead of just saying that you do not want to renew it.

I think tenants are doing drugs. Should I call the police?

You should first do an inspection and have a conversation with the tenant. Most tenants stop or move when confronted. Next, you should inspect and look for evidence. If you find any, then call the police.

I hear rentals have more police calls than owner occupied housing. What can I do to reduce my need to call the city?

- Do good background checks
- Have a one strike policy with crime
- Deal with complaints between tenants or from neighbors quickly.
- Call the police yourself only when appropriate, like if there is crime in progress or a threat to anyone's safety. Deal with problem tenants using your contract and the civil eviction process instead of calling government

How often do I need to attend a "Good Landlord Training Class"?

Most cities require that you take the class every two years if you want to keep your "Good Landlord" discount., but some only require once every three years. Laws, best practices, court procedures, and market conditions constantly change and the class is regularly updated. Real Estate CE Credit is available for those who have a real estate license.

Other Issues

How can I stay up to date on issues facing Landlords?

You should be a member of the UAA for access to a monthly publication, weekly emails, and a monthly magazine from the National Apartment Association. You can also check out our website, Facebook page, YouTube channel, or attend our free monthly general membership meetings for more information. And, of course, you can contact the UAA directly at 801-487-5619 if you have any questions.



Legal Resources

Breglio Law Office

Jeffrey Breglio
32 W. 200 S., Ste. 307
Salt Lake City, UT 84101
PH: 801-560-2180
jeff@bregliolaw.com
www.bregliolaw.com

Froerer and Associates

Zane Froerer
2610 Washington Blvd
Ogden, UT 84401
PH: 801-389-1533
zane.froerer@froererlaw.com
www.froererlaw.com

Law Offices of James Deans

James H. Deans
440 S. 700 E. #101
Salt Lake City, UT 84105
PH: 801-575-5005
jhdlawoffice@gmail.com



Law Office of Kirk Cullimore

644 E. Union Square
Sandy, UT 84070
PH: 801-571-6611
kirk@cullimore.net
www.cullimore.net

LeBaron & Jensen PC

Tyler Jensen
476 W Heritage Park Blvd #104
Layton, UT 84041
PH: 801-773-9488
tylerjensen@lebaronjensen.com
www.fast-trackevictions.com

Scalley, Reading, Bates, Hansen & Rasmussen

J. Bruce Reading
15 W South Temple, #600
Salt Lake City, UT 84101
PH: 801-531-7870
breading@scalleyreading.net

Smith Knowles PC

Kenyon Dove
4723 Harrison Blvd. #200
Ogden, UT 84403
PH: 801-476-0303
kdove@smithknowles.com



Utah Eviction Law

Jeremy M. Shorts Esq.
PO Box 971233
Orem, UT 84097
PH: 801-610-9879
info@utahevictionlaw.com

Utah Association of Realtors Legal Hotline 801-676-5211



Evictions in Weeks, Not Months!



Law Offices of **Jeremy M Shorts** LLC

- **Call for a FREE Landlord Consultation**
- **Visit our website for FREE Notices & Forms**

UAA Members!

We will pay your \$75 court filing fee

-  Phone: 801-610-9879
-  Fax: 801-494-2058
-  info@utahevictionlaw.com
-  www.utahevictionlaw.com

