



Landlord Letter

Five Years Later, COVID Effects Linger

Yes, we still are covering (and recovering) the effects of the COVID-19 pandemic. Trust us, we want to stop talking about COVID even more than you do. Some effects linger, but some positive developments happened in the last few weeks.

Almost immediately after COVID hit, the U.S. Congress passed the CARES Act on March 25, 2020. Only a few pages out of 330+ pages in the CARES Act addressed evictions. Under a section entitled "Temporary Moratorium on Eviction Filings," it specifically listed a 120-day moratorium on evictions for non-payment involving government backed mortgages or housing programs. However, one section required a 30-day "notice to vacate" without

much other detail, and without any expiration as to when the 30-day notice to vacate requirement ended. Since that time, there has been substantial discussion and lawsuits arguing whether the 30-day notice to vacate language was temporary or permanent.

Five years later, some courts in Utah (primarily Salt Lake County) still require landlords to verify whether their property is subject to the CARES Act and whether a 30-day notice to vacate has been given. But hopefully this is about to change.

A recent ruling from the Iowa Supreme Court challenged the permanent nature of the CARES Act, and the Court ruled in favor of the landlord. Instead of reading the

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What people are saying about US!!!

They did an excellent job of settling my collection. It took time, persistence, and keeping track of details. They worked with me and gave me options at all points. Justice is often slow but they made it work.

~Robert —Google Review

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notice to vacate language on its own, the Court stated “no statutory provision is an island” and the CARES Act should be read as a whole. The Court stated “It is one thing to say that Congress preempted local landlord-tenant law briefly during the national COVID-19 emergency. It would be another to say that Congress preempted it permanently.” The Court ruled that the 30-day notice to vacate requirement was, along with the rest of the CARES Act, temporary in nature.

While the Iowa ruling is not controlling legal precedent for Utah, it is a compelling argument in support of eliminating the 30-day notice to vacate requirement. Hopefully this Iowa ruling helps individual states, including Utah, to

acknowledge the CARES Act for what it was, a “Temporary Moratorium on Eviction Filings.”

To that end, recent legislation in the U.S. Congress has been introduced as of February 6, 2025 in both the U.S. House (H.R.1078) and the U.S. Senate (S.470) that would repeal the notice to vacate language in the CARES Act. Until something officially changes, we will continue to advocate for the expiration of the CARES Act here in Utah until a change is official.

-Jeremy M. Shorts



DOs & DON'Ts of... Security Deposit



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



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



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



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



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



DON'T – Apply the funds to repair reasonable wear and tear. Landlords are responsible for reasonable wear and tear, tenants are responsible for damage.

Dear Attorney,

My tenant claims they do NOT have to make a Reasonable Accommodation request because their dog is an emotional support animal for Autism. What can I do?

The real question is NOT whether they're autistic, but whether they are disabled (by impairing at least one major life function) and whether the animal assists them with their disability. Before answering the question, let's talk about laws related to reasonable accommodations.

If the disability and the need for the animal are apparent and known (i.e. a seeing eye dog for a blind person), then there is no need to request additional documentation or verification. However, if the disability or need for an animal is NOT apparent or known, the landlord is permitted to request "reliable documentation" in order to verify both (1) that the tenant is disabled and (2) that the animal assists them with their disability.

In this specific situation, it depends on whether the impairment (autism) and need for an ESA are apparent or known. Some forms of autism may be obviously apparent and known, but many are not. Also, even if the autism is apparent and known, if the need for an animal is NOT apparent or known, the landlord may still request reliable documentation to complete the verification.

I would recommend that you consult with an attorney about your specific situation. When you move forward, you should clearly communicate that you accept assistance animals that go through your verification and approval process and you will help them do that if needed. But the landlord is generally entitled to request reliable documentation to work through that process.



Know Your Notice

• Three Day Notice for Criminal Acts •

Purpose: To evict tenants who have committed crimes on the property.

Like other eviction notices, it must be served in person, posted or sent via certified mail. It cannot be given verbally, texted or emailed.

Based on the seriousness of the actions, the tenant may not have an opportunity to cure the problems. They must vacate the property in 3 days or they will be guilty of unlawful detainer.

Use this notice if your tenants have committed criminal acts on the property that cause risk of health, sanitation, or damage to your property, other tenants or neighbors.

This can become a he said she said battle, so document any criminal acts. Witnesses and/or police reports are critical in proving the grounds for eviction.

Courtroom Chronicles

A tenant recently sued our client for a security deposit refund. We kept asking the tenant for details of what they were concerned about, but they were holding their cards close to their chest. The court will require him to disclose this evidence to us prior to showing it to the court anyway, so his refusal to cooperate was puzzling.

A few days before our hearing date, the tenant finally sent a detailed email with multiple documents that laid out their claim. It was everything we had been asking for (and everything the judge would require anyway).

But, within 2 minutes of sending the original email with all of the documents, the tenant sent a second email stating “I would like to recall the prior message.” Uh... NOPE. That’s not how emails work.

Apparently he felt like he shared too much and his strategy was out in the open. But the judge would require him to show us the documents before they’re used in court anyway. The documents were helpful to prepare for court and we were able to get a good result for our client.



Rental Housing Association of Utah Trade Show

Tuesday April 15, 2025

8:30 AM to 5:00 PM

Mountain America

Expo Center

9575 South State Street

Sandy, UT

[Click Here](#)
[For Registration](#)

