Nine Legal Tips for Logan Landlords, Tenants

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As a college town, home to Utah State University, Logan has its share of landlord-tenant issues. Property owners, property managers, and renters all need to be familiar with laws affecting landlords and tenants. This article discusses tips for both landlords and tenants to avoid controversy, and what to do when a dispute arises.
Have a written lease agreement

The saying “get it in writing” rings true. Having a properly drafted written lease agreement that spells out the rights and duties for both landlords and tenants helps resolve many disputes. Read the fine print before signing the agreement. For many university students, one of the first legal contracts they sign after turning age 18 is a lease agreement. Some clauses in a lease agreement can be negotiated and are not always a “take it or leave it” situation, especially with smaller units.

Know about occupancy limits.

Under the Logan Land Development Code, houses in certain zoning districts in Logan are only allowed to accommodate up to three unrelated adults. The Logan city ordinance was put in place to reduce impact from a property to the neighborhood, including parking and noise. Any person can submit a complaint for potential zoning violations. A landlord may receive a notice from the city that there are too many people in the house in violation of the municipal code. After receiving a notice from the city, a landlord may have 10 days to reduce the number of people in the house to three unrelated adults. This can result in a hardship to tenants. Landlords are also required to give notice to the tenant of the occupancy limits for the zone in which the property is located in the Logan Land Development Code. The notice can be in either the written lease or on a zoning occupancy disclosure form. Tenants should demand notice of the occupancy limits from the landlord before signing the lease.

Document everything

Before moving in, or within three days after moving in, do a walk-through of the property and document all defects in a move-in checklist. Tenants can protect themselves by documenting existing defects in the property in the move-in checklist, such as carpet stains, dents in appliances, and holes in walls. Consider taking photos and video of any conditions. Be willing to walk away from the lease if the property conditions are not acceptable. Engage in active communication with the landlord or property manager and document all communication in writing.

Overnight guests
Many lease agreements include a clause restricting overnight guests. Allowing a friend to crash on a couch for an extended period of time could violate the lease agreement and potentially result in eviction and a criminal trespass action. Utah passed a law in 2017 to help homeowners and apartment renters get rid of an invitee (“guest”) who won’t go when asked to leave. The law allows the police to arrest a “long-term guest” as a criminal trespasser. The guest is evicted without a court order and can be convicted of a class B misdemeanor subject to six months in jail. A tenant who “aids and abets” by inviting a guest can also be found guilty as an accessory. With popular online hosting platforms and hospitality services such as Airbnb, CoachSurfing, and VRBO and the common situation of university students hosting overnight guests, landlords can restrict overnight guests with a clause in the lease agreement. Be careful with overnight guests and read the language in the lease.

Side gigs and business licenses

Many students have an entrepreneurial spirit, but these aspiring business owners may unknowingly be violating lease agreements, along with state and local laws. Mark Zuckerberg famously developed the Facebook website in his dorm room while a student at Harvard University. But a lease agreement may include a “Use of Premises” clause that prohibits running a business. In addition, Logan City and other cities in Cache County require a business license for any “business.” The definition of “business” generally includes any enterprise carried on for the purpose of gain or economic profit, including the sale of tangible personal property at retail or wholesale, the manufacture of goods, and the rendering of services to others. Title 5 in the Logan City Code has a very broad definition for “engaging in a business.” The Utah Legislature passed a law in 2017 stating that a city may not charge a license fee for a home-based business (See Utah Code section 10-1-203), but the city can still require a business license for any business venture. Operating a business in Logan City without a business license is a Class B misdemeanor subject to six months in jail. A tenant can face both eviction by the landlord and conviction in a criminal case for running an unlicensed business. A landlord without a business license is also in violation of the Logan City Code. Logan City considers it unlawful for any person to own a rental dwelling within the city without a business license.

Repairs and defects

If the landlord does not fix something that needs to be repaired, the tenant has some options under the Utah Fit Premises Act. Under this law, a landlord must provide safe and livable housing. A faulty toilet, a broken furnace, no hot water, a broken staircase, bare electric wires, and dangerous holes in the floor are all examples of things a landlord must
fix. The lease might include other items the landlord is responsible for fixing, such as appliances. The tenant should first notify the landlord of anything that needs to be repaired. If the landlord refuses to fix a major problem, the tenant can send a “Notice of Deficient Conditions” to the landlord. The tenant then has two options with the Notice of Deficient Conditions. The tenant can either: (1) withhold rent until the problem is fixed; or (2) pay an outside professional to repair and then deduct the expense from the rent. The tenant also has other options such as calling the local health department or building inspector, suing in Small Claims Court, or terminating the tenancy. The Utah Legal Services website has some excellent resources for tenants facing bad housing situations. But be careful with certain self-help actions, such as withholding rent. Tenants can face eviction if proper steps are not taken.

**Security deposits**

Along with repairs, security deposits are often a point of contention between landlords and tenants. Utah state law allows landlords to charge a nonrefundable deposit, but the landlord must clearly state in writing what part of the tenant’s security deposit is nonrefundable. After the tenant moves out, Utah landlords have 30 days to return the tenant’s security deposit. Withholding the security deposit of the tenant for no reason can attract penalties. The renter may recover $100 in penalties plus court costs as well as the full amount of the security deposit if the landlord wrongfully withholds the security deposit, fails to provide an itemized list of the deductions, or fails to return the security deposit within 30 days.

**Assignments and subletting**

Many lease agreements also have a provision against assignments and subletting. An “assignment” of a lease is the transfer of the tenant’s entire interest in the property. A “sublease” can apply to a physical part of the property, or for a period of time within the existing lease. For example, a “head tenant” may wish to rent out a part of the property such as a room or a basement to another person to the “sub-tenant.” The tenant can also rent out the entire property for a specific period of time, such as the summer months during a one-year lease. The tenant should receive written consent of the landlord before assigning or subletting the lease.

**Disputes and legal actions**
Often, disputes between landlords and tenants can be resolved faster and at a lower cost through settlement negotiation and mediation rather than going to court. In some circumstances, it may be necessary for the landlord or the tenant to bring a legal action. Be aware that many lease agreements include a clause that allows the landlord to recover attorney fees to enforce lease violations, including eviction actions. Parties can represent themselves or hire a private attorney. The Utah Online Court Assistance Program (OCAP) on the Utah court website provides assistance in preparing court documents for persons who do not have a lawyer. If a tenant violates the lease, the court can issue an “Order of Restitution” or an order of eviction giving the tenant notice to move out within a certain number of days. If needed, consider hiring a private lawyer to assert your rights. Most lawyers will provide a free 30-minute initial consultation. Some lawyers also provide mediation services to help resolve disputes.

While university life can create many long-lasting memories, a nightmare housing situation does not have to be one of them.

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