

Scroll Down to Page 2 for the FREE Eviction Notice

DO NOT serve this page with the eviction notice

DO YOU HAVE A DEADBEAT TENANT?

Get their attention with a Attorney demand letter

For \$100 plus service fees (\$40 along the Wasatch Front) our attorney will prepare (1) a personalized eviction demand letter, and (2) the eviction notice. Both documents require your tenant's immediate attention in order to avoid further eviction action.

Our eviction demand letter...

- ✓ Gets their attention
- ✓ Sends a clear message
- ✓ Requires their response
- ✓ Increases compliance
- ✓ Offers you greater protection
- ✓ Begins the eviction process correctly

Our eviction demand letter is more likely to get results.

Let us help you quickly evict your deadbeat tenants. As always, call us for a free eviction consultation to answer any questions you have.

Simply call us at 801-610-9879 to get started

Law Offices of Jeremy M. Shorts, L.L.C.

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NOTICE OF EVICTION

THREE DAY NOTICE TO PAY RENT OR TO VACATE

Provided by www.utahevictionlaw.com

This Notice is given to tenant(s): _____ This Notice is given by Landlord: _____

(And all other tenants known) _____

You are hereby given notice that you are behind in your rent payments. You are required to either pay everything you owe as indicated below, or move out within three (3) calendar days (counting any weekends and holidays).

You are required to do one of the following:

1. Within **three calendar days** you must pay the entire amount of rent that is now owing. The total amount due is \$ _____ which consists of the following:
 - a. \$ _____ Description _____.
 - b. \$ _____ Description _____.
 - c. \$ _____ Description _____.
 - d. \$ _____ Description _____.

OR

2. Within **three calendar days** you must vacate the premises you have rented.

If you do not comply with this notice, you will be served with a Summons and Complaint for unlawful detainer. Unlawful detainer is when you remain in possession of rental property after the owner serves you with a lawful notice to leave, such as this eviction notice. If you are found by the court to be in unlawful detainer, you will be evicted by the court & found liable for:

- 1) any rent due and unpaid through the end of your rental agreement, less any amounts the landlord receives from the next tenant;
- 2) damages caused by your unlawful detainer of the rental property;
- 3) damages for any waste of the property caused by you, if and only if the landlord alleges them in a court complain and proves them at trial, or submits them to the court by affidavit in the event of your default (Waste is damage you cause beyond normal wear & tear.);
- 4) damages as provided in Utah Code Ann. § 78B-6-1107 through 1114 for the abatement of nuisance, if any, caused by you (abatement of nuisance means to stop a nuisance); and
- 5) attorney fees and court costs.

You will also be liable for three times those damages allowed to be trebled under Utah Code Ann. § 78B-6-811 which may include trebling damages mentioned above. Rent due and unpaid shall be trebled each day you remain in the premises after this notice expires. Damages under (2) are the reasonable rental value or reasonable value of the use and occupation of the premises for each day you remain after the expiration of this notice. In most cases, trebling damages under (2) means that the court will times the amount you have been paying for rent by three for every day you remain in the property after the last day you were given to leave under this eviction notice. Please contact your landlord to discuss this situation.

FAIR DEBT COLLECTION PRACTICES ACT NOTICE: THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Unless you dispute the validity of this debt within 30 days, it will be assumed by the landlord to be valid. If you notify the landlord in writing, within 30 days that you dispute this debt or any portion thereof, the landlord will obtain and mail to you verification of this debt or a copy of a judgment against you. Upon your written request within the 30 day period, the landlord, or the person or entity serving this notice, will provide you with the name and address of the original landlord, if different from the current landlord.

DATED AND SIGNED this ____ day of _____, 20_____.

Signature of Notice Giver: _____

RETURN OF SERVICE

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

_____ **Personal Service.** A copy was delivered to the tenant personally.

_____ **Posted Service.** A copy was posted in a conspicuous place on the premises, as no one was home.

_____ **Suitable Age & Discretion – Residence.** A copy was left with a person of suitable age and discretion at tenant’s residence and a second copy was mailed to tenant’s residence.

_____ **Suitable Age & Discretion – Place of Business.** A copy was left with a person of suitable age and discretion at tenant’s place of business and a second copy was mailed to tenant’s place of business.

_____ **Certified Mail.** A copy was sent through certified or registered mail to tenant's address.

Signature of Notice Giver: _____

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Phone: 801-610-9879. Email: info@utahevictionlaw.com.
Visit www.utahevictionlaw.com for more landlord forms and materials.