

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

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

Phone 801.610.9879 • Facsimile 801.494.2058 • E-mail [info@utahevicitionlaw.com](mailto:info@utahevicitionlaw.com)

Website [www.utahevicitionlaw.com](http://www.utahevicitionlaw.com) • Blog [www.utahevicitionblog.com](http://www.utahevicitionblog.com)

# NO CAUSE NOTICE TO VACATE

## (Termination of Lease)

Provided by [www.utahevictionlaw.com](http://www.utahevictionlaw.com)

This Notice is given to tenant(s): \_\_\_\_\_ This Notice is given by Landlord: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(And all other tenants known) \_\_\_\_\_

The "Final Date" of your lease will be the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Your landlord listed above is providing written notice that your lease is not being renewed. You must vacate the premises you are occupying no later than the Final Date listed above. Unless a different timeframe is stated in a written contract, Utah Code Ann. § 78B-6-802 requires this notice to be provided only fifteen calendar days prior to the end of the current month or period. Your lease is not being renewed and you must vacate the premises you now rent no later than the Final Date, the last day of your rental period.

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 rental property caused by you, if and only if the landlord alleges them in a court complaint 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 and tear.);
- (4) damages as provided in Utah Code § 78B-6-1107 through 1114 for the abatement of nuisance, if any, caused by you. (Abatement of nuisance means to stop a nuisance.);
- (5) attorneys fees and court costs.

**You will also be liable for three times those damages allowed to be trebled under Utah Code § 78B-6-811 which specifically may include trebling all of those damages mentioned above except attorneys fees and court costs.** 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 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](mailto:info@utahevictionlaw.com).

Visit [www.utahevictionlaw.com](http://www.utahevictionlaw.com) for more landlord forms and materials.

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