

Name _____

Address _____

City, State, Zip _____

Phone _____

Email _____

If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

Check your email. You will receive information and documents at this email address.

I am ☐ Plaintiff/Petitioner ☐ Defendant/Respondent

☐ Plaintiff/Petitioner's Attorney ☐ Defendant/Respondent's Attorney (Utah Bar #: _____)

☐ Plaintiff/Petitioner's Licensed Paralegal Practitioner

☐ Defendant/Respondent's Licensed Paralegal Practitioner (Utah Bar #: _____)

_____ Judicial District _____ County

Court Address _____

Defendant's Answer to Unlawful Detainer (Eviction)

☐ **and Counterclaim**

Plaintiff/Petitioner _____

v. _____

Defendant/Respondent _____

Case Number _____

Judge _____

Commissioner (domestic cases) _____

Defendant(s) answer(s) plaintiff's complaint as follows:

1. Defendant agrees completely with everything stated in the following numbered paragraphs of the complaint:

Write your response.

2. Defendant disagrees with all or part of the following numbered paragraphs of the complaint:

Write your response.

3. Defendant does not have enough information to respond to the following paragraphs of the complaint.

Write your response.

4. Defendant denies every allegation not specifically admitted above.

Affirmative Defenses (Choose all that apply and complete the sentences in those sections.)

5. ☐ **CDC Eviction Moratorium**

This case is for nonpayment of rent. I gave Plaintiff a signed declaration of eligibility under the CDC eviction moratorium. I cannot be evicted while the Centers for Disease Control (CDC) eviction moratorium is in effect. (85 CFR 55292)

6. ☐ **Improper eviction notice or service of the notice**

- ☐ a. Plaintiff's eviction notice is defective. It does not comply with Utah law for the following reasons: (Utah Code 78B-6-802) (List specific defects such as Notice to Vacate rather than a Notice to Pay or Vacate in a non-payment case.)

Write your response.

- ☐ b. Plaintiff failed to properly serve the eviction notice. (Utah Code 78B-6-805) (Describe the specific ways in which the eviction notice was not served properly.)

Write your response.

7. ☐ **Grounds for eviction in complaint are different than grounds in the notice**

Plaintiff notified defendant in the eviction notice that tenant was being evicted

on the grounds that: (Write reason given in notice.)

Write your response.

However, plaintiff said in the complaint that defendant is in unlawful detainer based on other grounds, namely (Write the allegation in the complaint.)

Write your response.

8. [] Defendant complied with notice

Defendant complied with all demands in the eviction notice within the time period allowed to maintain the rental relationship. (Describe what defendant has done, for example paying rent due, getting rid of a cat in violation of a no-pets clause, and how this complies with the demanded action in the notice.)

The defendant has:

Write your response.

9. [] Defendant offered full payment as stated in the notice before expiration of notice but plaintiff rejected

Defendant offered to pay the full amount of the rent due but the plaintiff refused. Defendant offered \$ _____

10. [] Plaintiff did not limit damages

Plaintiff did not use commercially reasonable efforts to re-rent the premises after defendant left.

11. [] No landlord-tenant relationship

No landlord-tenant relationship exists between and plaintiff and defendant.

12. [] Defendant substantially complied with lease

Defendant has substantially complied with the terms of the lease in the following ways and it would be unfair to forfeit the lease:

Write your response.

13. [] Plaintiff is not legally authorized to bring this action

Plaintiff is not authorized to bring this action because:

14. ☐ Defendant is on active duty in the armed forces

Defendant is on active duty in the armed forces of the United States and asserts the defenses in the Servicemembers Civil Relief Act.

15. ☐ Premises was turned over to plaintiff

Tenant turned over the premises to plaintiff on _____(date)

by (Describe way in which premises was turned over to plaintiff, for example returning all keys.)

Write your response.

Plaintiff accepted the surrender of the premises. Defendant is not liable for rent under the agreement between the parties after

_____(date premises was turned over to plaintiff).

16. ☐ Plaintiff failed to provide an itemized calculation in the complaint filed with the court.(Utah Rules of Civil Procedure 26.3)

17. ☐ Plaintiff failed to provide an explanation of the factual basis for the eviction in the complaint filed with the court. (Utah Rules of Civil Procedure 26.3)

Counterclaim

Defendant(s) counterclaim(s) and complain(s) of plaintiff as follows. (Choose all that apply and complete the sentences in those sections):

1. ☐ Bad conditions/repairs not done

- ☐ a. Plaintiff has failed to maintain the premises in a fit and habitable condition and has created significant health and safety problems at the premises. Defendant complied with the Utah Fit for Premises Act (Utah Code 57-22-1) and gave written notice to plaintiff on

_____(date). That notice is attached. Plaintiff failed to remedy these problems within the time frame required by the Fit Premises Act. (Attach copy of notice given to landlord.)

- ☐ b. Defendant elected a rent abatement remedy.

- ☐ c. Defendant should be awarded an additional amount of damages for: (Specify additional damages, such as motel costs, restaurant costs, moving expenses, utility relocation

costs, medical expenses.)

Write your response.

2. [] Landlord's conversion (taking or withholding) of tenant's property

Plaintiff has converted defendant's property to his/her own use by: (Describe the details as to what property of defendant's was taken, when and how.)

Write your response.

The plaintiff had no lien or other legal authority to take the property.

Defendant is entitled to damages of \$ _____ the fair market value of the property at the time of the plaintiff's conversion, based on the following list of items taken: (List items taken and fair market value.)

Write your response.

3. [] Retaliatory eviction

Plaintiff started this case or refused to renew a lease after defendant made a reasonable and good faith complaint about a violation of the following protective housing statute(s). (Identify the statute, such as the Utah Fit Premises Act, Utah Code 57-22-1 et seq., local health department regulations, local fit premises ordinances.)

Write your response.

On or about _____ (date), (Describe the nature of the complaint(s) made, the date, to whom it was made, and the retaliatory action taken, by whom, when, etc.)

Write your response.

Defendant is not in breach of the rental agreement and is entitled to continued occupancy. Plaintiff's action should be dismissed as retaliatory. In addition, plaintiff should be ordered to repair code violations and should be barred from initiating further evictions against defendant until these repairs are made and defendant has had a reasonable opportunity to vacate. Plaintiff should also

reimburse defendant for all expenses incurred as a result of Plaintiff's actions.

4. [] Constructive eviction

Plaintiff has constructively evicted defendant by: (Describe the activities of plaintiff or activities done with plaintiff's consent which seriously breached defendant's right to peaceful possession and quiet enjoyment, for example, hiring workers to commence noisy remodeling at early morning hours.)

Write your response.

These activities rendered the premises unsuitable for the purpose rented

and required defendant to vacate the premises on _____
(date).

Defendant is entitled to an offset of rent owing and additional damages

for plaintiff's breach of the lease in the amount of \$ _____

including: (List the specific damages, including costs of meals, lodging, higher rent at new location etc.)

Write your response.

5. [] Landlord's abuse of access

Plaintiff has repeatedly demanded unreasonable entry or/and has entered the premises in violation of the terms of the lease or the Fit Premises Act. (Utah Code 57-22-1) By so doing, plaintiff has abused the right of access.

Request for Relief

Defendant asks the court to:

1. Dismiss the plaintiff's complaint.
2. Award defendant damages for the claims above.
3. Grant other available relief.

The plaintiff must respond to this counterclaim within 21 days to prevent a default judgment from being entered. (Utah Rules of Civil Procedure 12(a))

I declare under criminal penalty under the law of Utah that everything stated in this document is true.

Signed _____ (city, and state or country).
at _____

Date Signature ▶ _____
Printed Name _____

Attorney or Licensed Paralegal Practitioner of record (if applicable)

Date Signature ▶ _____
Printed Name _____

Certificate of Service

I certify that I filed with the court and am serving a copy of this Defendant's Answer to Unlawful Detainer (Eviction) on the following people.

Person's Name	Service Method	Service Address	Service Date
	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		
	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		
	☐ Mail ☐ Hand Delivery ☐ E-filed/MyCase ☐ Email ☐ Left at business (With person in charge or in receptacle for deliveries.) ☐ Left at home (With person of suitable age and discretion residing there.)		

Date _____ Signature  _____
 Printed Name _____