

# BASIC GUIDE TO ANSWERING AN EVICTION COMPLAINT

- Your **Answer** must be **in the format required by the court**. Filing the Answer is free unless you include a counterclaim. It **must be emailed or delivered to the same court where the case was filed**; the Answer cannot be faxed. You must **email (or mail) a copy of your Answer to the opposing party** or the landlord's attorney. Look for the email address at the top of the Complaint. Keep a copy for yourself.
- **Send your Answer to the court as an email attachment**. The subject line must say "Filing in case # [case number]". To find the email address, go to <https://www.utcourts.gov/directory/>. Enter the judge's name in the "Employee Search" area.
- **File the Answer within** the time stated on the Summons, usually **three (3) business days** after you were served (5 calendar days in a Mobile Home Park eviction). If you do not file on time the Plaintiff may get a default judgment against you both to evict you and for money. You can use the fill-in form attached to this flyer or the State's Online Court Assistance Program to create your Answer: [www.utcourts.gov/ocap](http://www.utcourts.gov/ocap). There is no charge to create your Answer this way but you must still email the Answer to the court. You can "sign" your Answer like this: "/s/ [Your Name Here]". You can also call the Court's **Self-Help Center** from 11 a.m. to 5 p.m., Monday thru Thursday: 888-683-0009
- The **first page of your Answer** must have your name, address, email address and phone number; the names of the Plaintiff(s) and Defendant(s) and **most importantly the Civil Number**, something like 210000999 (9 digits). This number is used by the court clerks to get your Answer posted so that a default judgment is not entered against you. **NOTE: You will get all future court notices – including a notice of hearing - by email; be sure to check it regularly.**
- Respond to each numbered paragraph in the Complaint by "**Admit**" or "**Deny**". For example, if paragraph no. 4 says that landlord gave you a 3 day notice to pay or vacate but you never received such a notice, then paragraph no. 4 in your Answer should be "Deny". You can add more explanation if you wish. If you don't understand the language you can write "Deny because I don't understand."
- **Include any defenses** you have in your written Answer. For example, "I tried to hand the money to the landlord during the 3-day notice period but the landlord refused to take it." Or, "the Landlord refused to fix many serious problems and so I should not have to pay the full amount of the rent." (This one rarely works.)
- If you believe the landlord owes you money for some reason you can file a **counterclaim** with your Answer. However, you must either **pay the fee to file the counterclaim** (\$55 or more, depending on the amount claimed) or **fill out an affidavit to waive the cost**. The affidavit must be approved by a judge.
- **Once you file your Answer** the landlord will ask for an "immediate occupancy" (or "possession") hearing unless you have already moved out. **The hearing will take place within 10 days**. The landlord must give you any documents to be used at the hearing as well as the names of any witnesses the landlord may call. You must provide the same (your documents and witness list) to the landlord at least 2 days before the hearing. At that hearing, the judge will decide who gets possession of the rental unit (you or the landlord) but probably not the amount of money due. During the Covid pandemic period, these hearings are conducted electronically by WebEx and/or phone. The notice of the hearing and instructions for participating will be emailed to you. **Attend the hearing!** If you do not go to the hearing, the judge will delete ("strike") your Answer and enter an order evicting you (an "Order of Restitution") as well as a money judgment based on the landlord's Complaint. The eviction order may require you to leave immediately (without delay) if you don't go to the hearing.
- **If the judge evicts you** at the hearing ("Order of Restitution"), you will have 3 more days before the landlord can lock you out. But you can ask for more time if you can show "extraordinary circumstances." The judge can also dismiss the case against you or schedule a full trial some weeks later (and you can stay in the rental unit during that time. However, treble damages will continue to add up if you lose the case. "Treble damages" include three times the usual daily rent beginning the day after the eviction notice expired.)
- The eviction order can be posted on your door. **Move your property out of the rental unit before you are locked out**. After being locked out, the landlord can demand payment of moving/storage costs before letting you take your property except you have 5 days after the lockout to get your papers, medical supplies and clothing without cost.
- A **monetary judgment** – for rent, property damage, treble damages, court costs and attorney fees – requires another hearing. But the landlord (or the attorney) can wait several months before scheduling that hearing. The only notice you will get is by email (or regular mail). **Be sure the court and opposing party know your email or mailing address** whenever you move. If you do not go to this hearing, the judge will grant the landlord's claim for money.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

I am  Plaintiff  Defendant  
 Plaintiff's Attorney  Defendant's Attorney (Utah Bar #: \_\_\_\_\_)  
 Plaintiff's Licensed Paralegal Practitioner  
 Defendant's Licensed Paralegal Practitioner (Utah Bar #: \_\_\_\_\_)

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

In the District Court of Utah

\_\_\_\_\_ Judicial District \_\_\_\_\_ County

Court Address \_\_\_\_\_

<p>_____ Plaintiff</p> <p>v.</p> <p>_____ Defendant</p>	<p><b>Defendant's Answer to Unlawful Detainer (Eviction)</b></p> <p><b><input type="checkbox"/> and Counterclaim</b></p> <p>_____ Case Number</p> <p>_____ Judge</p>
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Defendant(s) answer(s) plaintiff's complaint as follows:

1. Defendant agrees completely with everything stated in the following numbered paragraphs of the complaint: \_\_\_\_\_
2. Defendant disagrees with all or part of the following numbered paragraphs of the complaint: \_\_\_\_\_
3. Defendant does not have enough information to respond to the following paragraphs of the complaint. \_\_\_\_\_

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.)

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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.)

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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.)

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

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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:

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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:

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

Plaintiff is not authorized to bring this action because:

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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.)

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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.)

\_\_\_\_\_  
\_\_\_\_\_

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.)

\_\_\_\_\_  
\_\_\_\_\_

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.)

\_\_\_\_\_  
\_\_\_\_\_

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.)

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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.)

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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.)

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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.)

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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 at \_\_\_\_\_ (city, and state or country).

\_\_\_\_\_  
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 and Counterclaim on the following people.

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

\_\_\_\_\_ Date Signature ► \_\_\_\_\_  
Printed Name \_\_\_\_\_