
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 #: _____)

In the District Court of Utah

_____ Judicial District _____ County

Court Address _____

<p>_____ Plaintiff</p> <p>v.</p> <p>_____ Defendant</p>	<p>Defendant's Answer to Unlawful Detainer (Eviction)</p> <p><input type="checkbox"/> and Counterclaim</p> <p>_____ Case Number</p> <p>_____ Judge</p>
---	--

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.)

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.)

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.)

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

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:

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:

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.)

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.)

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.)

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.)

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.)

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.)		

_____ Signature ► _____
 Date Printed Name _____