



UTAH RENTAL HOUSING ASSOCIATION • ANNUAL SUMMIT

Best Practices for New Property Managers

What to build in your first year so that year two doesn't break you.



WHO'S TALKING

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Twenty years of managing rentals in Utah. Everything in the next hour is something we learned by doing it the hard way first, in this market, under Utah law.

230

doors under management across
Provo and St George

20

years managing rentals in Utah

1,700

leases signed and renewed

WHY THIS HOUR MATTERS

New managers rarely fail at marketing. They fail at process.

The wrong tenant

Lost rent, legal fees, the turn, and the vacancy after it. One bad placement can erase a year of management fees on that door.

The missed deadline

Miss the 30-day deposit deadline and you can owe the entire deposit, all prepaid rent and a \$100 penalty, plus the renter's court costs and fees.

The unlicensed act

Advertising, showing, negotiating or signing a lease for someone else is licensed activity in Utah. The Division enforces it, transaction by transaction.

THE NEXT 45 MINUTES

Six things to get right

01

Get legal before you get busy

02

Choose the owner as carefully
as the tenant

03

Price it, market it, screen it

04

Paper the tenancy properly

05

Run the operation on
a cadence

06

Work with realtors, not
around them

01

Get legal before you get busy

The license, the trust account and the management agreement all come before the first door.

Managing someone else's rental is licensed activity

Licensed activity

- Advertising real estate for lease or rent
- Procuring prospective tenants or lessees
- Negotiating lease or rental terms
- Executing lease or rental agreements

Done for another person, for compensation.

Common exemptions

- An owner managing their own property
- An employee working for one property owner
- Apartment managers living on site at reduced rent
- Full-time salaried employees of an HOA
- Hotel and motel management
- Stays under 30 consecutive days

WHAT JUST CHANGED

Utah created a property manager license

2025 General Session

House Bill 337 created a new property manager license classification under the Real Estate Licensing and Practices Act.

First Special Session

House Bill 1002 confirmed that principal brokers, associate brokers, sales agents and property managers may all engage in property management for others.

July 1, 2026

Effective date. The Division makes the property manager license application available from this date.

Now

A Real Estate Commission committee has been drafting the administrative rule that fills in the detail. Check the current status before you rely on any of it.

Before you tell an owner what you are allowed to do, read the Division's property management page.

TRUST ACCOUNTING

Their money never touches your money

01

A separate property management trust account held by the brokerage. Not the operating account, not a personal account, not "temporarily".

02

Rent, deposits and owner reserves in. Owner disbursements, approved repairs and earned fees out. Nothing else moves through it.

03

Reconcile monthly, in writing, with a per-property ledger. If you cannot show whose money each dollar is, you have a problem already.

04

A non-refundable portion of a deposit only counts if you state it in writing to the renter at the time you take it. (§ 57-17-2)

Seven clauses that earn their keep

Clause	What it prevents
Term, renewal and termination notice	A one-sided exit in the middle of a tenancy
Every fee: management, leasing, renewal, maintenance markup	The "I never agreed to that" call in month three
Maintenance spending limit, \$300 without approval	Waiting on a voicemail while water runs
Owner reserve held in trust, \$300	Fronting repairs out of your own pocket
Landlord insurance, with you named as additional insured	A claim that arrives with only your name on it
Owner disclosures: pre-1978 lead paint, HOA rules, known defects	Inheriting an exposure the owner already knew about
Who signs the lease and who holds the deposit	An argument in court about whose duty it was

02

Choose the owner as carefully as the tenant

A difficult owner costs more than a difficult tenant, and stays longer.

Three owners, three different sales

The accidental owner

A job transfer, a death in the family, a divorce, or a house that will not sell. They never planned to be a landlord and want to stop thinking about it.

Sell speed and certainty.

The passive investor

Busy in another career, talks in returns rather than repairs, cares about future wealth more than this month's cheque. Hands off by choice.

Sell reporting and silence.

The active investor

Building a portfolio on purpose, attends investor meetups, hunting the next deal. Wants a partner who can scale with them.

Sell market data and capacity.

QUALIFYING THE OWNER

Five signals worth slowing down for

What they say	What it usually means	Your move
"Just put anyone in it, fast"	Pressure to bend the screening criteria	Hand them the written criteria and say these do not move
Rejects your rent number by 10% or more	The vacancy lands on your scorecard, not theirs	Show the comps, then put both numbers in writing
"I don't want to fund a reserve"	Deferred repairs and habitability risk ahead	No reserve, no agreement. This one is worth walking away from
"Send me every applicant, I'll decide"	Fair housing exposure you cannot control	You apply the criteria; they approve the criteria, not the people
Third manager in two years	The problem may travel with them	Ask permission to call the previous manager, then call

Five questions before you sign anything

1. Why are you renting this out?

Listening for: accidental or intentional, and how long they plan to hold it.

2. What are the mortgage, taxes, insurance and HOA?

Listening for: whether the numbers work at market rent at all.

3. What rent number is already in your head?

Listening for: the gap between their number and the comps, before you quote.

4. Who has managed it so far, and how did that go?

Listening for: the problem that may follow them to you.

5. If it needs \$[2,500] of work to rent well, what happens?

Listening for: whether there is cash, and who actually decides.

Twenty minutes

This call decides whether the next two years are profitable or exhausting. Do not skip it because they sound eager.

03

Price it, market it, screen it

The three decisions that set the tone for the whole tenancy.

PRICING

Vacancy costs more than the rent you held out for

—\$1,950

the owner's net position after twelve months

A \$2,000 home. The owner insists on \$2,100, and it sits 45 days longer.

Extra rent earned: $\$100 \times 12 \text{ months} = +\$1,200$

Empty days: 45 days at \$2,100 a month = $-\$3,150$

Net for the year: $-\$1,950$

Priced to the comps, our homes lease in **22.4 days** on average. Every day past that is the owner's money, not yours.

MARKETING

The listing is the product

Shoot it properly

[25]+ images in daylight. Every room, the yard, the parking, the storage. A floor plan if you can.

Describe the property

Never the ideal occupant. This is a fair housing rule and it also writes better copy.

Make showing easy

Self-showing by default. Scheduled showings when the renter asks for one, or when tenants are still in the home.

Lead with the filters

Bedrooms, rent, date available and pet policy in the first two lines. That is what renters sort on.

Answer fast

We answer in 5 to 10 minutes. Speed of reply converts more applicants than price does.

Syndicate consistently

Same rent, same terms, same photos everywhere. Mismatched listings cost you trust and ranking.

SCREENING

Write the criteria down before you see one application

Income

Ours is 3× the rent, verified the same way every time. Publish the multiple so it is never a judgement call on a phone.

Credit

Ours is a 600 minimum, plus a written position on collections, medical debt and thin files. Decide it once, in the office.

Rental history

Two years, and always call the landlord before the current one. The current landlord may want them gone.

Background

Individualised assessment rather than a blanket ban: what happened, how long ago, and what has happened since.

Publish them. Apply them identically. Write down the reason for every decision, including the approvals.

FAIR HOUSING

In Utah it is ten protected classes, not seven

Race	Color	Religion	Sex
National origin	Familial status	Disability	Source of income
Sexual orientation	Gender identity		

The three in green are added by the Utah Fair Housing Act. **"No Section 8" is an advertising problem in this state.**

Most complaints start as a friendly sentence

Don't say	Say instead
"Perfect for a young professional"	"Studio, one block from [landmark], available [date]"
"We don't take Section 8"	"Here are our written criteria. They apply to every applicant"
"It's a quiet building, probably not great for kids"	"Two bedrooms, upper floor, no lift. Here is the floor plan"
"Is that a real service animal or just a pet?"	Handle assistance animals as an accommodation request, and ask only for the documentation the rules allow
"The owner is picky about who lives there"	"Applications are approved against published criteria, in the order they are completed"

04

Paper the tenancy properly

The lease, the move-in record and the deposit clock. Three documents, most of your liability.

Six terms new managers leave to chance

Late fee

Capped at the greater of \$75 or 10% of the agreed rent, and only chargeable if the agreement says so. (§ 57-22-4(5))

Entry notice

24 hours unless the rental agreement provides otherwise, so decide it deliberately instead of inheriting it. (§ 57-22-4(2))

Every other fee

Named and priced in the agreement. A charge that is not in it generally cannot appear mid-term.

Maintenance reporting

How a renter reports a problem, what counts as an emergency, and the number they call at 2am.

Deposit terms

The amount, what is refundable, and any non-refundable portion stated in writing when you take it.

Who does what

Utilities, yard care, snow, filters, pets and parking. Every unassigned chore becomes your chore.

MOVE-IN

You win the deposit dispute at move-in

Before the rental agreement, Utah requires you to give the prospective renter a written condition inventory, a form to complete themselves, or the chance to do a walkthrough. Do all three.

Before keys

Dated photos or video of every room, every appliance, every wall and every floor. Carpets and worktops in close-up.

At signing

A condition report signed by the renter, with their own additions on it. Their handwriting is worth more than yours.

Forever after

Stored where you can retrieve it in two years without asking anyone. Not on one person's phone.

SECURITY DEPOSITS

The 30-day clock, and what happens if you miss it

Day 0

The renter vacates and returns possession. The clock starts here, not at the date the lease happened to end.

Within 30 days

Deliver the balance of the deposit and a written notice itemising and explaining every deduction, to their last known address.

You may deduct

Unpaid rent, damage beyond reasonable wear and tear, cleaning, and other costs or fees provided for in the agreement.

If you miss it

The renter can serve a notice giving you five calendar days. Fail that and you owe the entire deposit, all prepaid rent and a \$100 penalty, plus their court costs and fees if they sue.

Put move-out date plus 30 days in the calendar the day you get the keys back.

05

Run the operation on a cadence

Maintenance, rent, notices and communication. The same way, every time, for everyone.

MAINTENANCE

A legal duty with a service wrapper

The duty (Fit Premises Act, § 57-22)

- Do not rent a unit that is not safe, sanitary and fit for occupancy
- Maintain common areas, electrical, plumbing, heating, hot and cold water, and any air conditioning
- Act inside the corrective period after a written notice of deficient condition — as little as 24 hours for a dangerous one
- Never retaliate against a renter for a good-faith complaint
- Left unaddressed, a renter may repair and deduct up to two months' rent (§ 57-22-6)

The triage, published in the lease

Emergency — fire, flood or blood. Call 911 first, then call us. Say that sentence to every renter at move-in.

Urgent — no heat, no hot water, failed refrigerator, a door that will not lock. Within 1 day.

Routine — everything else. Under 5 days.

We acknowledge every request in 2 to 3 hours. The acknowledgement is half the complaint.

RENT COLLECTION

One ladder, every renter, every month

Day 1

Rent is due. Utah does not require a grace period. If you give one, it lives in the lease and it applies to everyone.

After the 5th

Late fee applies, capped at the greater of \$75 or 10% of the agreed rent, and only if the agreement provides for it.

After the 10th

Serve the Three Day Notice to Pay or Vacate. Payment in full inside the three days stops the eviction, and that is the point.

Always

No partial payments without a written agreement, and no exceptions for anyone — including the owner's friend.

UNLAWFUL DETAINER

The Utah eviction path, start to finish

1. Notice

Three days to pay or vacate; three days to comply or vacate for a curable breach; fifteen days to end a month-to-month.

2. Service

By a method the statute allows. A defective notice or the wrong period is a defence, and you start again.

3. File

An unlawful detainer action in district court, once the notice period has run without cure.

4. Occupancy hearing

On request, the court sets a hearing within ten days to decide possession while the rest of the case runs.

5. Writ

A writ of restitution is posted by the sheriff, and the renter has three calendar days to vacate.

These are statutory minimums. Court calendars, notice defects and defences add weeks. Use counsel, and price eviction into the owner conversation before you need it.

COMMUNICATION

Owners leave over silence, not over money

Who	What	When
Owner	Statement and rent disbursement	Monthly, the same date every month
Owner	Any repair above the agreed limit	Before you spend, always
Owner	Lease expiry and your renewal recommendation	60 days before expiry
Owner	Market rent review and condition report	Annually, booked in advance
Renter	Acknowledgement of a maintenance request	Within 2 to 3 hours
Renter	Renewal offer, with the rent stated	60 days before expiry
Renter	Notice of entry	24 hours, unless the agreement says otherwise

MEASUREMENT

Five numbers that tell you if this is working

20

days on market

We run 22.4 today

90%

renewal rate

The cheapest tenant
you will place

95%

collected by the 5th

Your early
warning system

5

**days to close a
work order**

Request received to
job done

95%

owner retention

The only one that
compounds

Those are our targets. Against them we run a 0.2% eviction rate and 96% of renters paying on time. Know your own five before you quote anyone else's.

06

Work with realtors, not around them

If you sell houses, this is the section you stayed for.

Your client's rental is not a favour, it is a liability

The rules are moving

Property management now has its own license classification in Utah, and the administrative rule that fills it in is still being finalised. Managing on the side means tracking all of it.

Four chances to be liable

Fair housing, deposits, habitability and eviction procedure. Four separate bodies of law attached to one rent cheque.

The hours are wrong

Burst pipes and lock-outs do not wait for your showing schedule. One emergency on a Saturday costs more than the management fee you saved your client.

You keep the relationship

The owner buys again, and today's renter becomes a buyer. A managed property keeps both conversations warm without costing you a weekend.

THE REFERRAL

How it works, in three steps

1. Send the name

The owner's name, the address and one line about the situation. That is the whole ask.

2. We do the work

A 20-minute consultation, then an on-site walkthrough and a written plan to keep it rented. You get told what we told them.

3. You get paid

\$250 on a signed management agreement, and the sale comes back to you when the owner sells. That is published on our referrals page, not a handshake.

The owner who was going to sell in a soft market now has a performing asset and an agent who solved it. That is a listing in two years, not a lost client today.

WHAT WE SEE MOST

Seven mistakes that cost the most

1. Taking every owner who calls, because the doors feel like progress.

3. Screening from instinct instead of from a written, published policy.

5. Treating the 30-day deposit clock as a guideline rather than a deadline.

7. Silence. Most owners leave over communication, not over performance.

2. Letting the owner set both the rent and the screening standard.

4. No photographs at move-in, and no signed condition report.

6. Late fees and notices applied inconsistently, one renter to the next.

Every one of these is prevented by something written down in advance.

TAKE THIS HOME

Your first 90 days

Days 1–30

- License status confirmed with the Division
- Brokerage trust account open and reconciled once
- Management agreement and lease reviewed by Utah counsel
- Written screening criteria published on your site

Days 31–60

- Vendor list with current insurance certificates on file
- Maintenance triage and after-hours line live
- Owner statement template built, monthly date fixed
- Move-in and move-out condition forms in use

Days 61–90

- Fair housing training for anyone who answers a phone
- Delinquency ladder documented and followed once
- Your five numbers baselined
- First owner review call booked

Photograph this slide. It is the only homework.

Systems, not heroics.

Every problem in this hour is prevented by something you wrote down before you needed it.

Questions

Including the awkward ones. If I do not know, I will say so and send you the answer this week.



Refer an owner



Get in touch

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Where to check the rules yourself

realestate.utah.gov — licensing and property management

le.utah.gov — Title 57 and Title 78B

laborcommission.utah.gov — fair housing

utcourts.gov — self-help, housing