



Landlord Letter

May 2025

New Laws for Property Managers

With Utah's 2025 legislative session ending a few weeks ago, let's talk about some of the new laws that will impact landlords:

HB 337 – Property Manager Requirements.

PASSED (Rep Jordan Teuscher, Rep.).

Let's start with probably the most substantial piece of legislation. Currently, a person must be a licensed real estate agent or broker to perform property management services for others. This requires over 100 hours of classes and training, but only about 4 hours are focused on property management. What if someone wants to focus on property management and doesn't want to touch real estate sales? This bill creates a new license option focused on property management. It allows property managers to become licensed after taking 24 hours of training focused solely on property management issues. While the bill passed in 2025, the license won't be available until 2026 or later because the Utah Division of Real Estate needs time to develop the specific rules and regulations.

HB 480 – Landlord Communication

Amendments. PASSED (Rep. David Shallenberger, Rep.). This bill permits security

deposits to be handled electronically (both to refund payments and also to email a deposit closing statement to your former tenants). In addition, some judges in Utah were extending evictions based "extenuating circumstances." This bill removes the extenuating circumstances language from the eviction statutes and will require eviction orders to state a 3-day moving period.

SB 55 – Unauthorized Use of Real Property Amendments. PASSED (Sen Heidi

Balderree, Rep.). Squatters have been a growing problem nationwide and Utah jumped on the bandwagon with a solution. A squatter (someone who enters or remains on property as a trespasser) is considered a trespasser and can be removed immediately. There is no need to file an eviction when dealing with squatters.

HB 149 – Single Family Homes Ownership

Amendments. FAILED (Rep. Tyler Clancy, Rep.). This bill failed because it attempted to restrict business entities from purchasing or owning real estate (including small, family-owned LLCs).

(Continued on page 2)



What people are saying about US!!!



*I have been in property management for over 15 years.
Utah Eviction Law is by far the best group to work with.
Very knowledgeable, friendly and reliable ...*

~Adrian. – Google Review

(Continued from page 1)

HB 182 – Rental Amendments. FAILED (Rep. Gay Lynn Bennion, Dem.). This bill would have required a 60-day notice of a rent increase. This issue has come up three times in the last few years. It failed multiple times previously, and failed again this year.

SB 125 – Eviction Amendments. FAILED (Sen. Nate Blouin, Dem.). This bill failed for numerous reasons. If a rental unit is sold, the buyer would be required give a notice of sale to the tenant. All of the tenants then have 60 days to elect to terminate the lease. This could have allowed hundreds of tenants to walk away from apartments despite leases being in place. This bill also would have changed treble (triple) damages from mandatory language to discretionary language (“shall” award treble damages to “may” award).

There you go! Now you’re up to speed on the 2025 legislative efforts in property management. The bills that passed will go into effect on **May 7, 2025**, so get ready!

Attorney Jeremy Shorts



Do’s and Don’ts of Maintenance & Repairs

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| ✓ | DO keep receipts, invoices & estimates of work done to verify amounts owed. | ✗ | DON’T Handle maintenance and repairs verbally. Make sure your lease is clear on who is responsible for what. |
| ✓ | DO make sure you provide a 24-hour notice for any inspections, maintenance or repairs unless it’s an emergency. | ✗ | DON’T Ignore reasonable requests for repairs from the tenant. At least inspect the property to see what’s going on and verify if a repair is needed. |
| ✓ | DO ensure all issues regarding maintenance and repairs are addressed properly in your lease agreement. | ✗ | DON’T assume the tenant has taken care of the repair that’s needed. |

Dear Attorney,



Q: *I served a pay or quit notice several weeks ago and the tenant hasn't moved out. In Utah, do eviction notices expire? Can I move forward with the eviction or do I need to serve a new notice?*

A: The statute is silent when it comes to a possible expiration date for an eviction notice. As long as the tenant hasn't paid anything and you haven't revoked the notice, then you should be fine to continue with the case based on your current eviction notice. We haven't seen problems with this approach, but you should be cautious.

If the notice has been served within the last one or two months and they haven't made any payments, we should be fine to continue. If it's been over two or three months, the statute doesn't state the notice has expired but it might be best to reserve the notice just to be safe. To be safe, if a substantial amount of time has passed, it might be beneficial to serve a new notice and give the tenant a new timeline to pay or vacate.



Quick Tips: Organization of Your Eviction Case

- Make sure your eviction notice are legible and complete (filled out, dated, signed, etc.).
- Your lease agreement copy should be legible and signed.
- Include a detailed ledger that breaks down the balance (rents, late fees, utilities, etc.).
- Include copies of any relevant communication with your tenant (emails/texts).
- Include pictures that are helpful (posting of notices, before/after pics showing damage).

Where the \$%#@!& is the Mute Button?!?

We often see and hear crazy stuff in eviction hearings. At a recent online hearing, a tenant's sister attempted to represent her brother in court. Since she wasn't on the lease and is not an attorney, the judge shouldn't let her talk at all. She also had multiple past felony charges for practicing law without a license!!! The judge repeatedly told her that she CANNOT talk or participate in the hearing AT ALL (to avoid picking up more felonies).

The tenant tried talking, but he didn't do himself any favors. He said they filed a Motion to Continue the hearing to get more time. The judge looked at the motion and asked "Who signed this motion?"



You could instantly tell the answer to that question was going to get his sister an extra felony charge. Instead of telling the truth, he said "I don't know." The judge didn't believe him and granted our eviction.

After the hearing was over, the brother asked "Who signed the motion?" His sister didn't realize they were still connected and yelled. "I signed it!!! Now we are out of \$%#@!& time all because of the \$%#@!& rent!!!"

They then quickly realized they were still live and left the hearing ASAP. Next time, they should (1) tell the truth, or (2) at least learn where the \$%#@!& mute button is, if they're going to admit to felonies!!!



Parting Thoughts

- We're working to build our readership, tell your friends to subscribe to this FREE newsletter. Send us an email at info@utahevictionlaw.com.
- Have an eviction question? Email it to us for a future newsletter!
- Help us build our online presence! You can "Like" our Facebook page (www.facebook.com/utahevictionlaw).
- You can also give us a Five Star Google Review (search "Utah Eviction Law").



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