ORDINANCE NO. 08-03

GOOD LANDLORD PROGRAM ACT

AN ORDINANCE OF WASHINGTON TERRACE CITY, UTAH, REPEALING AND REENACTING CHAPTER 5.12; PROVIDING REGULATIONS FOR THE FORMATION OF A "GOOD LANDLORD PROGRAM" THAT REQUIRES FOR THE OWNERS OF RESIDENTIAL RENTAL PROPERTIES IN THE CITY TO OBTAIN A BUSINESS LICENSE; PRESCRIBED REGULATIONS FOR TRAINING AND PROPERTY MANAGEMENT; PRESCRIBES FEE POLICIES WITH A FEES SCHEDULE TO BE ADOPTED AT A LATER DATE BY RESOLUTION BASED UPON DISPROPORTIONATE COST STUDY; SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Washington Terrace City (hereafter referred to as the "City") is an incorporated municipality duly existing under the laws of the sate of Utah;

WHEREAS, *Utah Code Annotated* §10-1-203, 1953, as amended, authorizes the City to impose business licenses upon landlords, and impose a disproportionate rental fee on rental units subject to the requirements set forth in the statute;

WHEREAS, *Utah Code Annotated* §10-8-84, 1953 as amended, grants municipalities broad authority to provide for safety and preserve health, and promote prosperity, improve morals, peace and good order, comfort, convenience, and for the protection of property;

WHEREAS, *Utah Code Annotated* §10-8-60, 1953 as amended, grants municipalities broad authority to declare what shall be a nuisance, abate the same, and to impose fines for the such nuisances;

WHEREAS, *Utah Code Annotated* §10-11-1, et seq, authorizes the City to regulate the abatement of weeds, garbage, refuse, or unsightly or deleterious objects or structures and recover the costs of the same;

WHEREAS, the City has within its municipal boundaries numerous residential rental units where the city has an interest in protecting public health, safety and general welfare;

WHEREAS, the City desires to amend Title 5 of the *Washington Terrace Municipal Code* entitled "Business Licenses and Regulations" to establish a Good Landlord Program;

WHEREAS, such programs have proven successful in other municipalities, such as Ogden City, South Salt Lake City, West Valley City and other cities, in preventing criminal activities, protecting public safety, health, and welfare;

WHEREAS, the City Council finds that landlords who participate in such programs can benefit by having training and cooperation with the City in protecting property values, preventing criminal activities, promoting real property maintenance, and protecting public safety and health;

WHEREAS, the City has consulted with the Utah Renter's Association in preparation of this Ordinance;

WHEREAS, the City Council desires to subsequently conduct a study to determine the disproportionate rental fee in accordance with state statute;

WHEREAS, the City Council desire to establish the Good Landlord Program prior to conducting the disproportionate rental fee study required by state statute;

WHEREAS, the City Council desires to implement regulations to further the proper real property maintenance and landscaping relating to rental dwelling units in the city;

WHEREAS, the Planning Commission held its public hearing on this Ordinance on January 31, 2008, to receive public comment and now gives its recommendation to approve this Ordinance;

WHEREAS, the City Council received the recommendation of the Planning Commission at its public meeting on January 31, 2008, and now desires action on this Ordinance;

NOW, THEREFORE, be it ordained by the City Council of Washington Terrace City, Utah, as follows:

Section 1: **Repealer.** Chapter 5.12 is hereby repealed entirely.

Section 2. **Re-enactment.** Chapter 5.12 entitled the "Good Landlord Program Act" is hereby enacted to read as follows:

Chapter 5.12
GOOD LANDLORD PROGRAM ACT

5.12.010. Good Landlord Program Act.
This chapter shall be referred to as the "Good Landlord Program Act."

5.12.020. Definitions.
The following definitions apply to this chapter in addition to the other definitions set forth in this title:

1. "Agreement" means the binding agreement entered with the city as part of the program.

2. “City manager” means the city manager of the city.
3. “Fees or fee schedule” means the business license fee schedule as it relates to a rental dwelling unit and the program. Base license fee, disproportionate license fee, and enhanced license fees are specifically defined in *Utah Code Annotated* §10-1-203, 1953, as amended.
4. “Rental dwelling unit” means any individual dwelling unit that is rented, loaned, leased, or hired out to be used or occupied as a home or residence. This definition is inclusive of any buildings or apartment buildings so arranged, designed, built, rented, loaned, let or hired out to be used or occupied as the home, residence, or dwelling unit of one or more families living independently of each other.
5. “Owner” mean the person having ownership. Person includes any individual, group of individuals, partnership, corporation, association or other legal entity.
6. “Owner occupied” means a person having ownership of a maximum of one rental unit who also occupies the same location as a primary residence.
7. “Program” means the Good Landlord Program of the city.

5.12.030. License and fee required.

8. License. Any owner of a rental dwelling unit shall obtain and maintain current a business license. Owners of more than one rental dwelling unit shall be required to obtain only one business license, provided that the owner furnishes to the City all owner contact information as well as a current, complete list of the rental dwelling units owned.
9. Fee schedule. There is hereby imposed upon the owner of any rental dwelling unit a disproportionate rental fee based upon a study conducted by the city in accordance with state statute.
    a. Disproportionate license fee and study. The disproportionate license fee shall be adopted by resolution or ordinance as part of the fee schedule only after completion of a study in accordance with state law and updated accordingly as required by state law. No disproportionate rental fee shall be collected by the city until such study is complete and adopted as provide in this part.
    b. Time of payment. Any owner of any rental dwelling unit shall pay the fees set forth in the fee schedule at the time of application for a new or renewal license.
    c. Failure to make payment. Failure to timely make a payment required pursuant to a payment plan as described above may result in the suspension or revocation of the license and the imposition of penalty fees as set forth in this title.
    d. Fee reduction. Reduced fees apply to members of the program as set forth in this chapter.
10. Joint and several liability. If there is more than one owner, including purchases under contract, each owner shall be jointly and severally liable to pay the business license fees set forth in the fee schedule.

5.12.040. Program terms.

The owner, or an authorized designee, of any rental dwelling unit may apply for admission into the Washington Terrace City Good Landlord Program.

11. Program requirements:
    a. Completion and approval of the landlord application.
    b. Completion of at least eight (8) hours in a property management course every two years that is:
        i. Sponsored by the city or its designed provider.
        ii. Sponsored by another jurisdiction with curriculum and a program similar to the program set forth in this chapter.
        iii. Another course that is pre-approved by the licensing authority before making application.
    c. Execution of a written, binding agreement with the city regarding landlord's obligations as set forth in this chapter.
12. Landlord's obligations. Each landlord participating in the program shall perform the following:
    a. Tenant screening. Landlord shall perform all of the following screening requirements for all tenants prior to move in:
        i. Application. Landlord shall require each prospective tenant to complete a rental application, which shall include the tenant's information. Landlord shall keep the application on file for the full term of the lease.
        ii. Criminal background check. Landlord shall obtain a criminal history for each tenant as well as each occupant of the premises, who is 18 years or older, including information from the Utah Sex Offender Registry to verify whether or not the tenant or occupants are registered sex offenders. Landlord shall keep all criminal histories on file for the full term of the lease.
        iii. Driver's license or state identification. Landlord shall require every prospective tenant to provide a driver's license or state identification card, which landlord shall copy and keep on file for the full term of the lease.
        iv. Credit check. Landlord shall obtain a credit history from every prospective tenant over the age of 18. Landlord shall keep the credit application on file for the full term of the lease.
        v. Income/employment verification. Landlord shall obtain income/employment verification from every prospective tenant.
        vi. Rental references. Landlord shall obtain contact information for all previous landlords with in the last three years.
    b. Tenant selection. Landlord shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenants or other occupants who:
        i. Provided false information to the landlord on the application or otherwise.
        ii. Have been convicted of any drug or alcohol related crime in the past three (3) years; any crime related to property damage, prostitution, violence of any kind, assault, or crimes that involve weaponry of any kind in the past three (3) years.
        iii. Appear on the Utah Sex Offender Registry.

c. Eviction. Landlord will promptly evict problems tenants that are involved in drugs, criminal activity, or other illegal activities.

d. Executed lease. Landlord shall execute a valid, written lease agreement with each tenant, which shall include the provisions listed in any landlord training packet prepared by the licensing authority, and those set in this chapter.

e. Landlord training. Landlord agrees to attend and complete a city approved landlord training program every two years.

13. City's obligations. The city shall perform the following for each landlord participating in the program:

a. Fee reduction. If admitted into the program, the landlord shall only be subject to the reduced fees for members of the program as set forth in the fee schedule.

b. Conduct inspections. The city will conduct at least two (2) annual inspections at landlord request to identify problems or violations of law without penalty.

c. Discretionary waiver. The city reserves the right to waive, amend or otherwise forgive a landlord's violation of their agreement, if, at the city's sole discretion, grounds exist for such a determination.

14. Program eligibility deadline. Within two (2) months of the initial approval or annual renewal of a business license application, a landlord is eligible for admission into the program. Landlords who miss the admission deadlines as described herein may request a review for admissions by the appeal authority who shall promptly review all such requests and make a determination of admission based upon the undue circumstances resulting in the missed deadline and for good cause shown.

15. Termination and effect. A landlord may be terminated from the program if:

a. Landlord fails to fulfill its obligations under the written, binding agreement.

b. Landlord has more than (2) violations of this chapter, an applicable code, or other law of a governing authority in a calendar year.

c. Landlord shall not be relieved of liability to the city for damages sustained by virtue of any breach by Landlord.

d. Landlord shall immediately pay the city its annual disproportionate rental fee waived as part of the program, plus any other penalties provided by this chapter for breach of violation.

5.12.050. Inspections.

1. Generally. Inspection and enforcement officials are designated in this title. Authorized officials shall be permitted to make an inspection to enforce any of the provisions of this title or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the officers or their authorized representatives shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If the property owner or other responsible person refuses to allow the enforcement officers to enter and inspect the property, the officer may obtain and execute a search warrant.

2. Entry upon proper request. No owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request or warrant is made, to properly permit entry therein by the authorized officer or his representative(s) for the purpose of inspection and enforce of this title.

5.12.060. Grounds for license denial, revocation, or suspension.

In addition to the grounds set forth in Chapter 5.02.090, a license for a rental dwelling unit in the city may only be denied, revoked, or suspended for any one of the following reasons:

1. The applicant does not meet the qualifications for a licensee as provided under this title.
2. Nonpayment or a returned check for the required license fees, plus any late fees or other penalties that may apply as a result of nonpayment of a returned check.
3. One of the reviewing authorities provided for in this title has disapproved the application based upon an applicable provision of law or regulation.
4. Noncompliance with any requirement or condition set by the planning commission of the city, a land use authority, the appeal authority, or other governing authority defined by this title.
5. Violation of the terms of site plan approval, conditional use permit, variance, development agreement, or similar approval.
6. Noncompliance with any city, health department, state, or federal regulations governing the applicant's business.
7. The applicant or licensee has obtained or aided another person to obtain a license by fraud or deceit.
8. The applicant licensee has refused authorized representatives of the City to make an inspection or has interfered with such representatives while in the performance of his duty in making such inspection.
9. As a result of vicarious liability resulting in a violation of this title or other governing law by an agent or employee of the applicant or licensee.
10. Any other reason expressly provided for in this title.

5.12.070. Administration.

1. Generally. A business licensed under this chapter is subject to the issuance of a license and the administration of this chapter as set forth in the Chapter 5.02.
2. Action on a license. The appropriate authority may, without a hearing, deny, revoke, or suspend a license for the reasons provided for in this chapter. Any suspension or revocation shall take effect only after the appeal period for the decision set forth in Chapter 5.02 has elapsed.
3. Investigation. The appropriate authority may, on his or her own initiative or in response to complaints from the general public investigate and gather evidence of violations of this title or other circumstances which may give rise to a denial, suspension or revocation.
4. Adverse action. Procedure for any suspension or revocation is governed by Chapter 5.02. For any violation, the licensing authority may take adverse action and issue a Notice of Violation (NOV), Certificate of non-compliance, or administrative citation, and/or

criminal citation in accordance with the penalties prescribed in this chapter. When taking adverse action the licensing authority may consider:

a. Whether individual or entity involved participates in the program.
b. Severity of the violation(s).
c. History of prior violation(s) or adverse action.
d. Conduct and demeanor of the individual or entity involved.
e. Likelihood of compliance.
f. Any other information obtained as part of enforcement or investigation relating to the violation(s).

5. Appeal procedure. Any person may appeal any decision made under this chapter or any adverse action in accordance with the provisions set forth in Chapter 5.02.

5.12.080. Real property maintenance.

1. Purpose. It is the purpose of this section that all real property used for a rental dwelling unit provide for the proper landscaping, cleaning, securing, repair, and maintenance of the premises in a manner that will:
   a. Prevent fire hazards.
   a. Prevent insect, rodent and other vermin harborage.
   b. Prevent induction of hazardous pollens into the air.
   c. Prevent spreading of vegetation that threatens the public health, safety, or welfare.
   d. Abate weeds, junk, unsightly objects, dilapidated structures, and solid waste.
   e. Promptly and properly repair and maintain buildings, improvements, and landscaping.
   f. Prevent any nuisance as set forth in Section 8.16.030 of the municipal code.
   g. Prevent the continued existence of unsightly or deleterious objects and structures upon property resulting from lack of maintenance, repair or cleaning.
   h. Enhance the appearance of property, increase property values and encourage neighborhood creation and maintenance within the city.
   i. Foster or improve the city's image, property values, and neighborhood success.
2. Property maintenance requirement. It shall be unlawful for the owner or operator of any rental dwelling unit in the city to fail:
   a. To properly maintain real property including but not limited to concrete, fencing, lighting, non-attached structure items, retaining walls, sheds, or mailboxes.
   b. To maintain, repair or replace fencing and to clear any weeds or other noxious plant material that is growing through and around, under or up into fences.
   c. To maintain any fencing that is falling down, hazardous, being used as a retaining wall or is unsightly.
   d. To park any motorized or non-motorized vehicle, camper, trailer or boat on any landscaped area or other non-approved or no parking location.
3. Maintenance of structures. It shall be unlawful for any person owning or operating a rental dwelling unit in the city to fail to:
   a. Maintain all buildings and other structures to the minimum standards required by the applicable code.

b. Maintain each exterior window of a building with an intact and unbroken window pane with an appropriate screen that shall remain in place at all times.
c. Provide each exterior doorway with an appropriate door as required by code.
d. Provide and maintain weatherproofing on all exterior surfaces that protect the building such as paint, masonry, siding, stucco, roof coverings, rain gutters, garage doors, and carports as required by the applicable code.
e. Provide a carbon monoxide detector in each residential dwelling unit.

4. Property to be clean and secured. It shall be unlawful for any person owning or operating a rental dwelling unit in the city to fail:
   a. To allow the height of weeds on the property, including adjacent parking strip(s), alley(s), and street edge(s) to exceed twelve (12) inches.
   b. To lawfully dispose of cuttings from weeds or solid waste.
   c. To effectively secure any vacant structure.
   d. To fail to maintain or repair any unsightly or deleterious objects or structures on the premises.
   e. To lawfully dispose of any unsightly or deleterious objects or structures.
   f. To promptly remove or erase graffiti on any structure located on the premises.
5. Property maintenance code. The owner or operator of any rental dwelling unit in the city shall conform to the most current edition of the International Property Maintenance Code, which is adopted and incorporated herein by this reference.

5.12.090. Landscaping requirements.

1. General landscaping. All rental dwelling units in the city shall have and maintain the following landscaping:
   a. Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway. On corner lots, landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way.
   b. In addition to the other landscaping requirement of the municipal code, a landscaping plan shall be provided to the city by the applicant as part of site plan approval that includes:
      i. Various and appropriate trees. Deciduous trees shall be a minimum size of two-inch (2") caliper. Conifer trees shall be at least six feet in height.
      ii. A combination of lawn, shrubs, or groundcover. Groundcover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants. Groundcover may also include hard or nonliving organic permeable material in not more than fifty percent (50%) of the net landscaped area. Hard groundcover may include such materials as rocks, boulders, gravel, or brick over sand. The city encourages low-water use landscaping where appropriate.
2. Parkway maintenance. All parkways relating to residential dwelling units shall be maintained as follows:

a. Landscaping or concrete shall be installed in all parkways.

b. The owner of operator of any rental dwelling unit for any parcel adjacent to a street that includes a parkway shall be responsible for:

i. The landscaping or concrete installation within the parkway; and

ii. The maintenance of the parkway unless the city has entered a written agreement or development agreement to maintain the parkway.

5.12.100. Violations and enforcement for failure to properly maintain real property, structures, or landscaping.

3. Jurisdiction. All real property maintenance, structure maintenance, cleaning, landscaping, weed control, and graffiti removal enumerated in this chapter shall be subject to the direction and control of the applicable authority.

4. Notice. The applicable authority shall notify property owner or operator of any violation of Section 5.12.080 or 5.12.090.

a. Notice of any violation shall be in writing and:

i. Set forth the address of the property where the violation exists.

ii. Cite the specific violation on the premises and section violated (which may include photographs of the violation and property).

iii. Set forth an outline of the remedial action or require a corrective action plan from the owner or operator.

iv. Set a reasonable time for the performance of any required remedial act.

b. City to serve notice. The city shall serve notice upon the owner or operator of the property in violation. Service shall be deemed complete if the notice is served in one of the following ways:

i. Served in person.

ii. Sent by regular or certified mail, postage prepaid, to the address for the property as indicated on the records of the Weber County Recorder's Office.

c. One written notice sufficient for each calendar year. Only one notice need be served upon the owner or operator during any calendar year directing the cutting or removal of weeds.

5. Failure to comply. If the owner or operator of a rental dwelling unit fails to comply with this chapter the city may, in addition to other remedies allowed by law:

a. Undertake or cause the required maintenance to be made at the expense of the owner or operator.

b. Repair, replace, or maintain landscaping that exists or is required to exist.

6. Cost recovery. The city is entitled to full cost recovery from the owner or operator for failure to comply with this section in accordance with law.

a. Collection. Upon completion of any work to correct a violation, the city shall prepare an itemized statement of all costs, including administrative expenses, which shall be sent to the owner or operator of the rental dwelling unit who shall immediately reimburse the city.

b. Alternative methods of collection. If the owner or operator fails of the rental dwelling unit fails to make full payment within twenty (20) days of the date of mailing of the itemized statement of costs, the appropriate authority may either:

i. Collect by lawsuit. Collect the expenses through the court by filing suit and obtaining a judgment for all expenses, together with reasonable attorney's fees, interest, and court costs. The city may execute or levy any judgment obtained in the manner provided by law.

ii. Collect though taxes. Refer collection to the city treasurer for inclusion in the tax notice of the real property owner based upon the itemized statement of all expenses incurred who shall deliver the appropriate number of copies of said statement to the county treasurer pursuant to state law.

5.12.110. Penalties.

Any person or party who violates the provisions of this chapter shall be deemed guilty of a Class "B" misdemeanor for each violation, and each day a violation continues constitutes a separate offense. In addition, the city also hereby imposes the following civil penalties:

7. Administrative penalties for a Notice of Violation (NOV) and Certificate of Non-compliance, per violation, per calendar year:
   a. First NOV, per violation – no penalty.
   b. Second NOV, per violation, per day – two hundred fifty ($250.00).
   c. Certificate of noncompliance includes the accrued penalties of the second NOV, plus: per violation, per day – one-thousand dollars ($1,000.00).
8. Administrative citation penalties for rental dwelling units owned by an individual per violation, per license year:
   a. First citation – five-hundred dollars ($500.00).
   b. Second citation – one-thousand dollars ($1,000.00).
9. Administrative citation penalties for rental dwelling units owned by a corporation, partnership, or association:
   a. First citation – two-thousand dollars ($2,000.00).
   b. Second citation – five-thousand dollars ($5,000.00).

10.**Effective Date.** This Ordinance shall take effect immediately upon posting or publication.

ADOPTED AND APPROVED on this 12th day of February, 2008.

_____

MARK C. ALLEN, Mayor,
Washington Terrace City

ATTEST:

_____

Amy Rodriguez, City Recorder

RECORDED this 12th day of February, 2008.
PUBLISHED OR POSTED this ___ day of _____, 2008.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Washington Terrace City, hereby certify that foregoing ordinance was duly passed and published, or posted at 1)_____ 2)_____ and 3)_____ on the above referenced dates.

_____ DATE:_____

Amy Rodriguez, City Recorder

**This ordinance became effective on