

**CITY OF WASHINGTON TERRACE
WEBER COUNTY, UTAH**

ORDINANCE NO. 2018-10

GOOD LANDLORD PROGRAM AMENDED

**AN ORDINANCE OF WASHINGTON TERRACE CITY, UTAH,
AMENDING CHAPTER 5.12 TO COMPLY WITH STATE LAW
REVISIONS RELATING TO THE GOOD LANDLORD PROGRAM;
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 State of Utah;

WHEREAS, *Utah Code Annotated* §10-1-203 and §10-1-203.5, 1953, as amended, authorizes the City to impose license fees and a disproportionate fee on the Owner of residential rental units subject to the requirements set forth in the statutes;

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 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 Chapter 5.12 to conform to changes in state law;

WHEREAS, the City desires to continue with its Good Landlord Program subject to changes in state law in order to aid in prevention of criminal activities, protect public safety, health, and welfare;

WHEREAS, the City Council finds that Owners who participate in a Good Landlord Program can benefit from training and cooperation with the City in protecting property values, preventing criminal activities, promoting real property maintenance, and protecting public safety, and improving public health;

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 Chapter 5.12 is hereby repealed entirely.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” is hereby re-enacted to read as follows:

Chapter 5.12
GOOD LANDLORD PROGRAM

5.12.010. Good Landlord Program.

This Chapter shall be referred to as the “Good Landlord Program.”

5.12.020. Definitions.

In addition to the definitions set forth in this Title, the following definitions apply to this Chapter:

1. “Agreement” means the binding agreement entered with the City as part of the Program.
2. “Fees or fee schedule” means the business license fee schedule as it relates to a rental dwelling unit and the Program and as further defined in *Utah Code Annotated* §10-1-203.5, 1953, as amended.
3. “Residential rental unit” means any residential dwelling unit that is rented, loaned, let 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.
4. “Owner” mean the landlord or person having ownership of a residential rental unit, or their designated property manager, and is inclusive of any individual, group of individuals, partnership, corporation, association, or other legal entity.
5. “Program” means the Good Landlord Program set forth in this Chapter.

5.12.030. License and Fee Required.

1. License Required. Any owner of a residential rental unit shall obtain and maintain a current business license. The owner of more than one residential rental unit shall be required to obtain only one business license, provided that the owner furnishes to the City:
 - a. All owner contact information.
 - b. Any property manager who shall be the primary contact.
 - c. A complete list by address of all rental dwelling units owned within the City.
2. Fee Schedule. There is hereby imposed upon the owner of any residential rental unit a disproportionate rental fee based upon a study conducted by the City as provided by state law:

- a. Fee and Study. The disproportionate rental fee may be adopted by resolution or ordinance as part of the fee schedule after completion of a study for the same.
 - b. Payment. Any owner of a residential rental unit shall pay the fees set forth in the fee schedule at the time of application for a new or renewal license. The City may provide for a payment plan for each owner.
 - c. Failure to Pay. Failure to make timely payment, or pay timely under any payment plan 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.
3. 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 Requirements.

The Owner, authorized designee, or property manager, of any rental dwelling unit may apply for admission into the Program.

1. Program Requirements:
 - a. Completion and approval of the Program application.
 - b. Completion of Program training as approved by the licensing authority.
 - c. Execution of a written agreement with the City regarding Owner obligations set forth in this Chapter.
2. Owner's Obligations. Each owner participating in the Program shall perform the following:
 - a. Tenant screening. Owner shall perform all of the following screening requirements for all tenants prior to move in:
 - i. Application. Owner shall require each prospective tenant to complete a rental application, which shall include the tenant's information.
 - ii. Records. Owner shall keep the application, related document, and any background check on file for the full term of the lease.
 - iii. Background check. Owner may require a background check for each tenant as well as each occupant of the premises, who is 18 years or older which includes:
 - (1) Driver's license or identification.
 - (2) Criminal history.
 - (3) Credit history.
 - (4) Income or employment verification.
 - (5) References.
 - iv. Tenant selection. Owner shall refuse to rent to any prospective tenants or other occupants who provided false information on any application or otherwise.
 - b. Eviction. Owner shall promptly evict problem tenants involved in any illegal drug activity, criminal activity, or other illegal activities.

- c. Executed lease. Owner shall execute a valid, written lease agreement with each tenant, which shall include any requirements set forth in this Chapter.
- d. Training. Owner agrees to attend and complete the required training.
- 3. City's Obligations. City shall perform the following for each Owner participating in the Program:
 - a. Fee reduction. If admitted into the Program, the Owner is awarded the reduced fees for members of the Program as set forth in the fee schedule.
 - b. Inspections. City may conduct inspections at the request of the Owner without penalty, or with cause and notice require Owner to submit to a random building inspection.
 - c. Waiver. City reserves the right to grant a discretionary waiver, in whole or part, for any violation of the agreement, if, at the City's sole discretion, grounds exist for such a determination.
- 4. Eligibility. Any Owner is eligible for admission into the Program at the time of filing an initial business license application or at the time of the annual business license renewal. Any Owner who misses the admission deadlines in this part may request an admissions subject to approval by the licensing authority for undue circumstances resulting in the missed deadline or for good cause shown.
- 5. Termination. Any Owner may be terminated from the Program if:
 - a. Owner fails to fulfill its obligations under this Chapter or the written agreement.
 - b. Owner has more than two (2) violations of this Chapter, the municipal code, or the building code in a calendar year.
 - c. Owner shall immediately remit to the City its annual disproportionate rental fee waived as part of the Program.
 - d. Owner is subject to any other penalties provided by this Chapter for breach of the written agreement, in addition to any remedies provided by law for any code violations.

5.12.050. Inspections.

- 1. Generally. City may conduct inspections with cause and notice. If Owner or other responsible person refuses to allow the inspector to enter and inspect the property, the City may obtain and execute a search warrant as provided by law.
- 2. Entry Request. No Owner, occupant, or any other person having charge, care or control of any building or premises shall fail or neglect, after proper cause and notice or warrant is made, to properly permit entry therein by the authorized City official or representative(s) for the purpose of inspection and enforcement of the code.

5.12.060 Adverse Action.

The City may take adverse action against any Owner that may include but not limited to imposition of a penalty, denial, revocation, or suspension for any of the following:

- 1. Noncompliance. The Owner or applicant does not meet the qualifications for a licensee as provided under this Title or does not conform or comply to the laws and regulations of the City.

2. Nonpayment. Failure to make payment or a returned check for the required fees, plus any late fees or other penalties that may apply as a result of nonpayment of a returned check.
3. Planning. Noncompliance with any requirement or condition set by the Planning Commission or land use authority, the appeal authority, or other governing authority.
4. Violations. Violation of the code, site plan approval, conditional use permit, variance, development agreement, or similar approval.
5. Inspection. The Owner refused lawful inspection as provided in this Chapter.

5.12.070 Administration.

1. Generally. An Owner is subject to a business license as provided in this Title regardless of participation in the Program under this Chapter.
2. Investigation. The licensing authority may for cause gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension, or revocation.
3. Procedure. Procedure for any suspension or revocation is governed by this Title. For any violation, the licensing authority may take adverse action and issue a Notice of Violation, Certificate of Non-compliance, or administrative citation, and/or criminal citation in accordance with the penalties prescribed in this Title. When taking adverse action the licensing authority may consider:
 - a. Preponderance of the evidence standard of review.
 - b. Whether individual or entity involved participates in the Program.
 - c. Severity of the violation(s).
 - d. History of prior violation(s) or adverse action.
 - e. Conduct and demeanor of the individual or entity involved.
 - f. Likelihood of compliance.
 - g. Mitigating factors.
 - h. Any other information obtained as part of enforcement or investigation relating to the violation(s).
4. Adverse Action. The licensing authority may upon notice and without hearing impose a penalty, deny, revoke, or suspend any license as provided in this Chapter.
5. Appeal. Owner may appeal any decision made under this Chapter for any adverse action taken by the City by filing a written appeal with the licensing authority within ten (10) calendar days of the notice of adverse action. Any denial, suspension, or revocation shall take effect after a ten (10) calendar day appeal period has elapsed. All appeals shall be administered as provided in this Chapter and the municipal code.

5.12.080 International Property Maintenance Code.

1. Adoption. The most current edition of the *International Property Maintenance Code* is hereby adopted and incorporated herein by this reference.
2. Compliance. The Owner, occupant, operator, and/or property manager of any residential rental unit in the City shall conform to the most current edition of the *International Property Maintenance Code* regardless of participation in the Program.
3. Violation. In addition to other penalties of this Chapter, a violation of this section constitutes a violation of the Program.

5.12.090 Code Compliance.

1. Code Compliance. The Owner, occupant, operator, and/or property manager of any residential rental unit in the City shall comply with any building code, municipal code, site approval, or other development approval regardless of participation in the Program.
2. Violation. In addition to other penalties of this Chapter, a violation of this section constitutes a violation of the Program.

5.12.100 Penalties.

Any Owner, occupant, operator, and/or property manager who violates this Chapter is guilty of a class B misdemeanor and subject to a fine of \$1,000. In addition civil remedies and penalties apply available at law or equity, including injunctive relief and abatement, the City may impose a civil fine not to exceed \$1,000, per day, per violation.

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

Section 4: Effective date. This Ordinance shall be effective immediately upon posting or publication after final passage.

ADOPTED AND APPROVED on this ____ day of _____, 2018.

MARK C. ALLEN, Mayor,
Washington Terrace City

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ___ day of _____, 2018.

PUBLISHED OR POSTED this ___ day of _____, 2018.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

AMY RODRIGUEZ, City Recorder

DATE: _____