

CITY OF ST. GEORGE

RENTAL FIT PREMISES ORDINANCE Title 4 Chapter 7

Property Owner's Duties, Responsibilities and Rights

Must possess a business license for the operation and maintenance of rental dwelling units. **(Applies only owners who own three or more rental dwelling units.)**

Must disclose in writing or by posting, the name, address and phone number of the owner or person authorized to manage the rental dwelling unit.

Designate a person in Washington County to act as manager or agent if the owner lives outside the county.

At the commencement of any rental of a unit, the property owner shall provide to the tenant:

A written inventory of the condition of the premises and all appliances and furnishings therein and make available a written summary of the ordinance codified herein that fairly sets forth its material provisions,

A copy of the lease or rental agreement and rules and regulations, if written, and

Any current notice by any utility provider to the property owner to terminate water, gas, electrical, or other utility service to the dwelling unit; the proposed date of termination; and any current uncorrected deficiency list or notice from any government entity along with a written statement explaining how the property owner will correct the termination and/or deficiency.

All rental dwelling units must be inspected and approved. **(Applies only owners who own three or more rental dwelling units.)** The minimum requirements for each dwelling

unit is listed in Sections 4-7-9.A through II and 4-7-11.A through J.

Rules and Regulations: A property owner may adopt rules or regulations concerning the tenant's use and occupancy of the premises, which become a part of the rental agreement, if they apply to all tenants in the premises in a nondiscriminatory manner; do not conflict with the lease, federal or state law, or city ordinance, and are provided to the tenant in writing before the tenant enters into the rental agreement. Rules, regulations, or lease terms can, by agreement between the parties, be more favorable to the tenant than allowed by federal or state law or city ordinance, but cannot be more restrictive. Rules may be modified from time to time by the property owner. However, no rule adopted after the commencement of any rental agreement shall substantially modify the existing terms, conditions, or rules without written consent of the tenant.

Repairs:

Critical repairs must begin within 24 hours and be completed with reasonable diligence. Critical repairs include:

Inoperable toilet;

Lack of heat or air conditioning during a period for which heat or air conditioning is required;

Broken or leaking water pipes posing an immediate threat to life, safety, or health;

A complete lack of running water;

Broken stair or balustrade must be repaired upon notice, if the condition causes a safety hazard or prevents access to the premises; otherwise 24 hours; or

Disconnected gas, electric, or water service for which the property owner is required to provide, the tenant may, upon the expiration of the notice period specified in Section 4-7-15 of this chapter, cause the necessary repairs to be made.

Noncritical repairs, listed in Section 4-7-15, must begin within the specified time and be completed with reasonable diligence.

Access:

A tenant shall not unreasonably withhold consent to the property owner to enter into the dwelling unit in order to make necessary or agreed inspections, repairs, decorations, alterations, or improvements; or exhibit the dwelling unit to prospective purchasers, tenants, or repairmen.

A property owner may enter the dwelling unit without consent of the tenant only in cases of emergency.

Except in cases of emergency, the property owner shall give the tenant at least twenty four (24) hours' notice of plans to enter, and may enter only between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.

A property owner has no other right of access except:

Pursuant to court order;

To make repairs requested by the tenant under the provisions of this chapter or by other applicable law; or

If the tenant has abandoned the premises as defined in section 78-36-12.3(3), Utah Code Annotated, or any successor provision.

Retaliatory conduct is prohibited (Section 4-7-17).

Penalties:

Failure to repair a critical deficiency is \$50.00 per day per critical deficiency.

Failure to repair a noncritical deficiency is \$25.00 per day per deficiency.

The complete Rental Fit Premises ordinance (Title 4 Chapter 7) is available at the St. George City homepage at: sgcity.org – click on City Codes.