

CITY OF ST. GEORGE

RENTAL FIT PREMISES ORDINANCE Title 4 Chapter 7

Tenant's Duties, Responsibilities and Rights

The property owner or agent 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.

If the owner lives outside of Washington County, there must be a designated manager or agent that lives within Washington 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. The minimum requirements for each dwelling unit is listed in Sections 4-7-9.A through II and 4-7-11.A through J.

(This applies only if the owner owns three or more units)

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.

The tenant must:

Comply with all appropriate requirements of applicable provisions of state and local building, housing, health codes, and city ordinances;

Maintain the premises occupied in a clean and safe condition and not unreasonably burden any common area;

Dispose of all garbage and other waste in a clean and safe manner;

Promptly inform the property owner of any defective conditions or problems at the premises;

Not interfere with the peaceful enjoyment of the rental dwelling unit of another renter or adjacent property owner;

Not increase the number of occupants above that specified in the rental agreement without written permission of the property owners;

Not exceed the number of occupants permitted by law; and

Dispose of oil, car batteries, and other hazardous waste materials away from the rental premises and in a manner prescribed by federal and local laws.

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; or

If the tenant has abandoned the premises.

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.

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.