



## HOUSING REGULATION

Adopted by the Southeast Utah Board of Health

Under Authority of Section 26A-1-114  
Utah Code Annotated, 1953, as amended

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## **PURPOSE**

The purpose of this regulation is to preserve, promote, and protect the public health, safety, and general welfare of residents and visitors in the Southeast Utah Health Department (SEUHD) jurisdiction (Carbon, Grand, and Emery Counties) by establishing minimum housing maintenance, sanitation, and use standards which shall be maintained by Owners and Occupants.

## **SCOPE**

This regulation is applicable to all residential areas within all incorporated and unincorporated areas of the aforementioned counties. This regulation applies uniformly to the repair, maintenance, use, and occupancy of all existing buildings, manufactured housing, structures, or portions thereof, which are designed, intended, or used for human habitation, irrespective of when or under which laws such buildings, mobile homes, structures, or portions thereof were originally constructed or rehabilitated. This regulation also allows the SEUHD to consult subject matter experts if necessary to determine an appropriate solution to any violation of this regulation.

Housing deficiencies that do not affect the life, health, or safety of the Occupants may be pursued through provisions established under the Utah Fit Premises Act Title 57-22 UCA, Utah Fit Premises Act.

## **AUTHORITY AND APPLICABLE LAWS**

This regulation is adopted under the authority of the Southeast Utah Health Department Board of Health in accordance with Utah Code Annotated (UCA) Section 26A-1-121.

## **DEFINITIONS**

1. **ANIMAL WASTE:** Solid waste from any animal. Includes any carcass, or part thereof, including offal, that has been discarded; feces; and urine or urine residues.
2. **BUILDING DRAIN:** That part of the lowest piping of a drainage system that receives the discharge from interior drainage pipes and that extends 30 inches beyond the exterior wall of the building and conveys the drainage to the building sewer.
3. **BUILDING SEWER:** That part of the drainage system that extends from the end of the building drain and conveys the drainage to the sanitary sewer.
4. **CONTAMINATED:** Polluted by hazardous materials that cause property to be unfit for human habitation or use due to immediate or long-term health hazards, including as a result of the use, production, or

presence of methamphetamine in excess of decontamination standards adopted by the Department of Health under Section 26-51-201.

5. CLEAN: The condition of being free from readily noticeable dirt, soil, stain, leftover food particles, or other materials not intended to be a part of the object in question
6. DECONTAMINATED: Property that at one time was contaminated, but the contaminants have been removed; for a property that was contaminated by the use, production, or presence of methamphetamine, this shall mean the property satisfies decontamination standards adopted by the Utah Department of Health under Section 26-51-201.
7. DEPARTMENT: The Southeast Utah Health Department. The Department and SEUHD may be used interchangeably throughout this regulation.
8. DILAPIDATED: A building or structure or part thereof that by reason of inadequate maintenance, structural deterioration, or abandonment is unsafe, unsanitary, or constitutes a hazard and is no longer fit for use as originally intended.
9. DWELLING: A building or structure that is used, rented, leased, let, or hired out for human habitation.
10. DWELLING UNIT: A single habitable unit in a Dwelling which provides independent living facilities. A dwelling unit includes space for living and sleeping and may provide access to shared space for personal hygiene and/or cooking and eating.
11. EMERGENCY HOUSING: A building or structure that is designated by the Director to be utilized for occupancy in an emergency.
12. EASILY SANITIZABLE: A characteristic of a surface that allows for effective removal of pathogenic contaminants by normal household cleaning methods.
13. FINISH SURFACE: The exposed interior or exterior surface of the Unit Enclosure, such as floors, walls, ceilings, and roof; or, the exterior surface or any permanently installed fixtures, such as plumbing fixtures, counters, cupboards, or shelves.
14. GARBAGE: Solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving, and consuming of food or material intended for use as food, and all offal (excluding useful industrial byproducts) from all public and private establishments and from all residences.
15. HAZARDOUS GASES AND MATERIALS: Any substance which may pose an unreasonable risk to the health and safety of the occupant, public, or environment.
16. HEALTH OFFICER: The director of a local health department as appointed under Section 26A-1-110, or the local health officer's designated representative.

17. HEATING DEVICE: Properly installed permanent heating equipment and appurtenances used to safely heat water or air in a dwelling. This shall include radiant heaters, gas forced air units, hot water boiler units, or other commonly used devices as an integral part of the structure, but does not include kitchen appliances.

18. HOT WATER: Water heated to a temperature of 110 degrees Fahrenheit (110° F) (43.3 degrees Celsius) or higher at the outlet.

19. INFESTATION: A propagating population of: bed bugs (genus *Cimex*); vectors; or poisonous arthropods.

20. LEAD-CONTAINING PAINT: Paint and similar surface-coating materials for consumer use that contain lead or lead compounds exceeding 0.06 percent (0.06% = 600 ppm) by weight.

21. LEAD-BASED PAINT: Paint and similar surface-coating materials of residential paint that contain lead or lead compounds exceeding either 1.0 mg/cm<sup>2</sup> or 0.5 percent by weight.

22. MANUFACTURED HOUSING: a factory assembled structure or structures equipped with the necessary service connections and made so as to be readily movable as a unit or units on its own running gear and designed to be used as a dwelling unit without a permanent foundation. A modular home transported on wheels to its foundation is not a manufactured home.

23. MOBILE HOME: See manufactured housing.

24. MOBILE HOME PARK: a parcel or contiguous parcels of land which has been so designed and improved that it contains three or more manufactured home lots available to the general public for the placement thereon of manufactured homes for occupancy.

25. NUISANCE: Any condition or hazard, or the source thereof, deleterious or detrimental to the health, safety, or welfare of the Occupants of a Residential Area.

26. NUISANCE ODOR: Any offensive odors created by the accumulation, collection, disposal, management, mismanagement, or storage of solid waste.

27. OCCUPANT: Any Person living, sleeping, cooking, or eating in, or having possession of a Dwelling, Dwelling Unit, or a Rooming Unit whether as a tenant or owner-occupant.

28. OWNER: Any Person who, alone, jointly, or severally with others:

1. has legal title to any premises, Dwelling, Dwelling Unit, Rooming House, or Rooming Unit, with or without accompanying actual possession thereof;
2. has care, charge, or control of any premises, Dwelling, Dwelling Unit, Rooming House, or Rooming Unit, as Owner, agent of the Owner, or other person;
3. is a mortgagee in possession; or,
4. is the senior officer or trustee of the association of unit owners of a condominium.

5. is executor, administrator, trustee, or guardian of the estate of the Owner (as defined above);

29. PERSON: Any individual, firm, corporation and its officers, association, partnership, cooperative, trustee, executor of an estate, governmental agency or any other legal entity recognized by law, in the singular or plural.

30. POTABLE WATER: Safe drinking water from an approved source that complies with applicable requirements of the Department and the State of Utah Division of Drinking Water.

31. PROPERTY MANAGER: A person to whom the Owner has delegated the authority to do any of the following: allow inspections, order repairs, and commit resources necessary to ensure remediation of emergencies and compliance with this regulation. Also listed as Manager throughout this regulation.

32. RED TAG: To affix a notice to an appliance which has been found to contain an imminent safety hazard by a qualified servicing utility.

33. REFUSE:

1. Combustible trash, including but not limited to paper, newspapers, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; and
2. Noncombustible trash, including but not limited to metal, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass crockery, other mineral wastes.

34. RENT-TO-OWN UNIT: Any Unit where the Occupant has the option and/or requirement to purchase the property after the end of their rental lease, or, a Unit where the Occupant applies rent payments to the principal cost of the Unit.

35. RENTAL UNIT: Any Dwelling or Dwelling Unit rented to another Person. This includes, but is not limited to: single-family residences, such as houses or mobile homes; multi-unit housing, such as duplexes, triplexes, four-plexes, apartment buildings, condominium units, and Rent-to-Own units, in whole or in part.

36. RESIDENTIAL AREA: A lot, parcel, or plot of land or portion thereof that:

1. contains any Dwelling;
2. is zoned residential; or,
3. is within the curtilage of any Dwelling.

37. RODENT: A non-domestic commensal species of rat or mouse, including but not limited to the Norway Rat and House Mouse.

38. RODENT HARBORAGE: Any conditions or place where rodents can take refuge.

39. RODENT-PROOFING: A form of construction or action that will prevent rodents from entering a building or structure and from gaining access to food, water, or harborage.

40. ROOMING HOUSE: Any Dwelling containing one or more Rooming Units in which space is rented, leased, or hired out by the Owner or Manager. A Rooming House shall include but not be limited to dormitories, group homes, and boarding houses.

41. ROOMING UNIT: A room or group of rooms forming a single habitable unit used or intended to be used for living or sleeping; but not for cooking or dining.

42. TEMPORARY BASIS: A period of time not to exceed 30 days.

43. UNIT: Any Dwelling, Dwelling Unit, or Rental Unit.

44. UNIT ENCLOSURE: The exterior envelope or physical separator between the interior and the exterior environments of a Dwelling or Dwelling Unit.

45. UTILITY SERVICE: Electrical, gas, oil, water, or sewer service.

46. VERMIN: Rodents, cockroaches, bedbugs, mosquitoes or any other pest as determined by the Director to be harmful to the life, health, or welfare of the public.

## **REGULATION**

### **1. MINIMUM DWELLING OR DWELLING UNIT STANDARDS**

- 1.1. Carbon Monoxide Detectors - Occupants of Dwellings and Dwelling Units should install and maintain according to the manufacturer's specifications at least one U.L.-approved carbon monoxide detector in each unit containing a fuel-burning appliance such as a furnace, water heater, or stove.
- 1.2. Every Dwelling Unit must be intended for permanent residence.
- 1.3. Electrical Service and Maintenance - Every Dwelling or Dwelling Unit and all public and common areas shall be supplied with legally installed electrical service. All outlets, wirings, circuit panels, and fixtures shall be properly installed and maintained in good and safe working condition in accordance with the current Utah Electrical Code.
- 1.4. Finish Surfaces - All Finish Surfaces shall be constructed of safe and durable materials; properly maintained; and appropriate to the use.
  - 1.4.1. Mold, biological growth, or obvious water damage within the Unit Enclosure or beneath Finish Surfaces shall be evidence of water intrusion. Areas that have suffered water

intrusion shall be exposed to determine the extent of damage and biological growth. The Department may inspect the extent of the intrusion.

- 1.4.2. Visible mold or biological growth and water damage found beneath the Finish Surface shall be remediated.
- 1.4.3. For non-structural damage, cleaning and proper encapsulation may be utilized.
- 1.4.4. Interior finishes – Interior surfaces shall be clean and in good repair. Floor and wall surfaces of every bathroom and kitchen shall be constructed of Easily Sanitizable and nonabsorbent materials.

- 1.5. Heating - Every dwelling shall have Heating Devices that are properly installed and maintained.
  - 1.5.1. A Heating Device “Red Tag” or shutoff notice may only be removed by a Person with the appropriate certification.
  - 1.5.2. Minimum Heat Provided - The provided Heating Devices shall be capable of safely heating every habitable room, bathroom, and water closet compartment to a minimum temperature of 68 degrees Fahrenheit (68° F) at a distance of 3 feet above floor level. The Heating Device shall comply with all applicable building, fire, and utility codes.
  - 1.5.3. The Occupant shall have control of temperature and maintain that temperature. Under no circumstances shall anyone other than the Occupant of the Unit have control of the temperature.
  - 1.5.4. If age or illness of Occupants or other special conditions exist, the Department may require an alternate temperature.
  - 1.5.5. Temporary Heating - Portable units or other appliances may only be used on a Temporary Basis when a permanent device is under repair or out of service.

#### 1.6. Illegal Drug Operation Reporting and Decontamination

- 1.6.1. If illegal drug use or operations are occurring in a Dwelling or Dwelling Unit, reporting and Decontamination shall be in accordance with Utah Code §§ 19-6-901, 19-6-902, 19-6-903, 19-6-904, 19-6-905, 19-6-906.
- 1.6.2. Decontamination Standards – Decontamination of a Dwelling or Dwelling Unit shall comply with Utah Administrative Rule R392-600.
- 1.6.3. Disclosure of Contaminated property – Disclosure of Contaminated property shall be in accordance with Utah Code 57-27-201.

- 1.7. Indoor Air Quality - Indoor air shall be protected from Nuisances. Ventilation, either natural or mechanical, shall be adequate to provide acceptable indoor air quality in every habitable room at all times when occupied.
- 1.8. Lead-Containing Paint - A Dwelling built prior to 1978 shall be assumed to contain Lead-Based Paint, unless a lead inspection by a certified tester has determined otherwise. Abatement of Lead-Based Paint shall be conducted in accordance with local, state, and federal regulations.
  - 1.8.1. High Impact Areas - Steps shall be taken to eliminate or encapsulate Lead-Containing Paint in high impact areas in a dwelling where children, aged six months to six years, primarily reside or visit at least once a week.
  - 1.8.2. Low Impact Areas - Interior paint shall be properly maintained.
  - 1.8.3. Information Provided - Appropriate information in paper or electronic form shall be provided to any prospective buyers or renters of pre-1978 residences and Occupants of pre-1978 residences where renovations will take place.
- 1.9. Necessary Maintenance - the Health Officer can require a dwelling to be repaired to the standard they see fit to protect both the Occupants and the public at large, including requiring work done by licensed professionals.
- 1.10. Right of Entry - Inspections of Dwellings are made by the consent of the Owner, Occupant, or an otherwise responsible Person or upon a warrant issued by a court of competent jurisdiction.
- 1.11. Smoke Detectors and Fire Extinguishers – All Units shall have smoke detectors that are properly installed and maintained; where fire extinguishers are required by the applicable fire code, they shall be properly installed and maintained.
- 1.12. Unit Enclosure Integrity - The integrity of the Unit Enclosure shall be properly maintained and shall prevent the intrusion of birds, insects, Rodents, or Vermin; roots or other plant or fungal growth; water; weather; or any other situation that may compromise the integrity of the Unit Enclosure or create a source of injury or disease.
- 1.13. Ventilation - Every bathroom shall have at least one window facing directly outdoors that can be opened easily or have a mechanical device that ventilates the room.
- 1.14. Water Hygiene and Sanitation
  - 1.14.1. Plumbing System - The plumbing system, every plumbing fixture, waste pipe, water pipe, and appurtenance shall be properly constructed, installed, and maintained in accordance with Title 15A, State Construction and Fire Codes Act.
  - 1.14.2. Hot Water - A water Heating Device shall provide Hot Water in a reasonable time to all fixtures and appliances ordinarily plumbed to receive it.

- 1.14.3. Minimum Fixtures - Every Unit shall be provided the minimum plumbing fixtures to include: one toilet; one hand wash sink, readily adjacent to the toilet; one shower or tub; and one kitchen sink.
- 1.14.4. Rooming Units - Rooming Units shall have either individual or shared bathroom facilities.
- 1.14.5. Potable Water Supply - Potable Water shall be supplied, properly connected to the plumbing system, and properly protected.
- 1.14.6. Wastewater Discharge - All wastewater discharges shall be in compliance with the SEUHD Environmental Health Department guidelines.
- 1.14.7. Building Drain and Building Sewer - Any Unit with a sewer connection shall have a functioning Building Drain and Building Sewer that is installed, repaired, and maintained according to all applicable building, plumbing, and utility codes.

## 2. RENTAL UNITS

### 2.1. Duties of Owners and Property Managers

- 2.1.1. Access to Unit - All stairs, handrails, and sidewalks shall be properly maintained.
- 2.1.2. Air Conditioning - Any air conditioning system provided shall be maintained in an operable condition.
- 2.1.3. Building Drain and Building Sewer - An Owner or Property Manager is responsible for ensuring their Rental Unit complies with 1.14.7 of this regulation.
- 2.1.4. Duty to Abate a Violation of this Regulation - Any Person violating any provision of this regulation shall be required to abate that violation.
- 2.1.5. Duty to Repair - The Owner or Property Manager shall make every effort to repair or abate a violation of this regulation in a timely manner after identifying or being informed of any violation(s) of section 2.1 within their Rental Unit.
- 2.1.6. Electrical Service and Maintenance - Every Rental Unit and all public and common areas shall be supplied with legally installed electrical service. All outlets, wirings, circuit panels, and fixtures shall be properly installed and maintained in good and safe working condition in accordance with the current Utah building code.
- 2.1.7. Interruption of Utilities Prohibited - No Owner, Manager, or Occupant of a Rental Unit shall cause or permit any utility service to be removed, shut off, or discontinued for any occupied Rental Unit, except for temporary interruption while repairs or alterations are in process or during temporary emergencies. This shall not be interpreted as preventing

a Utility company from discontinuing utility service for nonpayment or other reasons allowed by law. If utilities are disrupted for an extended period of time, alternative facilities may be required under the discretion of the Department.

- 2.1.8. Installation of Screens - The Owner or Manager of a dwelling or dwelling unit shall be responsible for providing screens upon original occupancy on all openable windows that are above ground level. Maintenance or replacement of screens once installed becomes the responsibility of the renter. The Department reserves the right to require screens on ground level windows if it is deemed necessary to protect the safety of the Occupants.
- 2.1.9. Letting of an Unfit Rental Unit - No Owner, Manager, or other Person, shall let a Rental Unit to another Person or otherwise permit occupancy of any Dwelling or Dwelling Unit unless it complies with this regulation.
- 2.1.10. Maintenance of Common Areas - The Owner or Property Manager of a building or structure containing two or more Units shall maintain the common areas of the premises in a clean and sanitary manner.
- 2.1.11. Maintenance of Appliances - Any appliance supplied to the Occupant by the Owner or Manager shall be maintained in good repair by the Owner or Manager.
- 2.1.12. Every Dwelling Unit Occupant shall be provided with contact information, including the name, address, and telephone number, of the Owner or Manager.
- 2.1.13. Smoke Detectors and Fire Extinguishers - No Owner or Manager shall lease or let a Rental Unit to another Person unless smoke detectors are properly installed and maintained; where fire extinguishers are required by the applicable fire code, they shall be properly installed and maintained.
- 2.1.14. Waste Water Discharge and Flooding - The Owner or Property Manager of every occupied Rental Unit shall be responsible to maintain the Rental Unit in compliance with Subsections 1.14.6 and 4.1.
- 2.1.15. Waste Receptacles - the Owner or Property Manager shall provide and maintain appropriate receptacles for garbage and other waste and arrange for its removal, except to the extent that the Occupant and Owner otherwise agree.

## 2.2. Occupant's Duties

- 2.2.1. Access – Every Occupant shall allow the Owner or Manager access to the Rental Unit at reasonable times upon proper notification of the intent to investigate a violation of this regulation, make repairs, or abate violations of this regulation. If an Occupant unreasonably denies access, refuses entry, or withholds consent to the Owner or Property Manager of a Rental Unit to enter for the purpose of making repairs to the Rental Unit, the compliance date for a Notice of Violation shall be extended.

- 2.2.2. Compliance with this regulation – every Occupant shall cooperate in maintaining the Rental Unit in accordance with this regulation.
- 2.2.3. Expectation to notify - The Occupant should make every effort to inform the Owner or Property Manager in a timely manner after identifying any violation(s) of section 2.1 within their Rental Unit.
- 2.2.4. Mold Cleaning - Mold or biological growth on Finish Surfaces less than 10 square feet shall be cleaned using household strength chemicals, such as detergents and disinfectants. If the mold or biological growth spans an area greater than 10 square feet, the mold or biological growth shall be remediated by a professional.
- 2.2.5. Proper Use and Sanitation of Rental Unit - Occupants shall be responsible for the proper use and sanitation of all appliances, Finish Surfaces, fixtures, and provided furnishings within their own Rental Unit and all parts of the premises they control.
- 2.2.6. Proper Use and Sanitation of Premises - Every Occupant shall keep clean and sanitary all parts of the premises they utilize by properly disposing of all garbage, refuse, fecal matter, or any other solid waste they generate.

### 3. RENT-TO-OWN UNITS

- 3.1. If the Occupant and Owner or Manager of a Unit have a Rent-to-Own agreement, the Unit shall comply with Section 2 of this regulation until the title of the Unit is legally transferred to the Occupant by deed recorded in the real property records of the county where the Unit is located.
4. HAZARD, NUISANCE, AND NUISANCE ODOR ABATEMENT OR REMOVAL - All hazards, Nuisances, Nuisance Odors, or precursors to Nuisances found in a Unit or Residential Area shall be removed or abated by the Person responsible. If the Person responsible cannot be determined, the Owner of the property will be held responsible.
  - 4.1. Flooding - In the event that a Unit is flooded, the Owner shall take action to remove the water and contaminants. The drying of all affected surfaces shall be initiated as soon as possible.
    - 4.1.1. Remediation - Except as specified in 4.1.1.1, all affected areas of the Unit Enclosure, floors, walls, or ceilings shall be cleaned and sanitized. Damage caused by the flooding shall be remediated. Items that cannot be properly cleaned or sanitized shall be discarded.
      - 4.1.1.1. If the source of water is Potable Water and is dried within 48 hours of the occurrence, accounting for cumulative effects, sanitization is not required.
    - 4.1.2. Mitigation - The Owner shall make any corrections or repairs required to prevent the potential recurrence of flooding into the Unit.

- 4.2. Hazardous Gases and Materials - Hazardous Gases and Materials shall be properly handled, stored, used, and disposed of.
- 4.3. Infestations - Every Occupant of a Dwelling containing a single Dwelling Unit shall be responsible for the control of an Infestation on the premises. Every Occupant of a Dwelling Unit in a Dwelling containing more than one Dwelling Unit shall be responsible for the control of the Infestation if their Dwelling Unit is the only one infested. If an Infestation is caused by failure of the Owner or Property Manager to maintain the integrity of the Unit Enclosure, the control of the Infestation shall be the responsibility of the Owner. Whenever an infestation exists in two or more Dwelling Units, or in the shared or public parts (commons) of a Dwelling containing two or more Dwelling Units, the control of the Infestation thereof shall be the responsibility of the Owner. At the discretion of the Health Officer, the Department may require a pest control company to mitigate the Infestation.
- 4.4. Natural Disasters - In the event that a Residential Area is flooded or damaged by a natural disaster, directly or indirectly, the Owner or Property Manager shall take action to remediate or secure damaged buildings or structures and remove waterborne contaminants and solid waste generated.
- 4.5. Nuisance Odors - All Nuisance Odors shall be abated by the Person responsible.
- 4.6. Responsibilities for Vacant Units - If a Unit is vacant, the Owner or Property Manager shall secure and maintain the Unit, and remove all garbage, Refuse, and solid waste from the premises and remove or abate all Nuisances within the time specified by the Department. If the Owner, lessee, or Occupant fails to secure the building or Unit as required, the Department may proceed to secure it and charge the costs against the Owner, lessee, or Occupant. If a building or any part thereof is vacant and not secure, or is accessible to the public, this may be considered *prima facie* evidence it is a Nuisance, and securing may be required.
- 4.7. Stagnant Water - Stagnant pools of water shall be drained to prevent the harborage of vectors. The Owner shall not allow water to stand beneath or in a dwelling.

5. SOLID WASTE CONTROL- All garbage, Refuse, fecal matter, or other solid waste generated or accumulated in a Residential Area shall be properly managed by the Person responsible. If the Person responsible cannot be determined, the Owner of the property will be responsible. Disposal of solid waste shall be in compliance with the SEUHD guidelines.
  - 5.1. Domestic animals - Animal owners shall be responsible to manage Animal Waste, animal food, spoiled food, and other solid wastes associated with animal ownership.
  - 5.2. Solid wastes shall be collected, stored, and disposed of to prevent: Nuisance Odors; bird, insect, Rodent, and Vermin attraction, harborage, or propagation; or any other Nuisance.
6. STANDARDS FOR EMERGENCY AND TEMPORARY HOUSING

- 6.1. Emergency Housing - The Department may permit an exception to this regulation if an emergency exists and the public health, safety, or welfare is or may be affected. Emergency housing shall be established as approved by the Department.
- 6.2. Temporary Housing - With written approval by the Department tents, trailers, campers, or other temporary housing located on private property with the permission of the property Owner shall not create a public health nuisance but may be used as a dwelling unit on a Temporary Basis provided that wastewater discharges are in accordance with the SEUHD guidelines. Exemptions may be granted by the Department.

7. ENFORCEMENT - It is unlawful for any person to interfere with the Department in the performance of its duties.
  - 7.1. Closing and Vacating of Unfit Dwellings
    - 7.1.1. Closing Units - Any Dwelling or Dwelling Unit, including a Rental Unit, which is so damaged, decayed, Dilapidated, unsanitary, unsafe, or Vermin-infested that it creates or may create a hazard to the health or safety of the Occupants or of the public may be deemed unfit for human habitation, closed to occupancy, and posted with a placard by the Department. Lack of electricity, potable water, sewer service, or heating facilities during cold weather may be considered *prima facie* evidence of a health or safety hazard sufficient to require closure.
    - 7.1.2. Closed-to-Occupancy Placard - Closed-to-occupancy placards shall be conspicuously posted on entryways to the respective Dwelling Unit(s). The placard shall state the address of the Dwelling; the date of closure; name and phone number of the Department; and may denote the hours of permitted entry of authorized Persons for the express purpose of abating noted violations.
    - 7.1.3. Tampering with Placard Prohibited - No Person, other than the Department, shall deface or authorize the removal of a closed-to-occupancy placard.
    - 7.1.4. Vacating Units - Any Unit that is closed to occupancy shall be vacated within a reasonable time as ordered by the Department.
  - 7.2. Civil Enforcement Actions – The Department may request that the County Attorney bring an action to restrain or enjoin actions in violation of public health, environmental laws, and other laws, or to abate conditions in violation of such laws.
  - 7.3. Notice of Violation (NOV) - If the Department has inspected any Dwelling or Dwelling Unit, including a Rental Unit, and has found and determined that it is in violation of this regulation or has reasonable grounds to believe that there has been a violation of any part of this regulation, they shall give notice of the violations to the Owner or other responsible Person thereof.
  - 7.4. Service of NOV - The Department may provide the notice required by this regulation via first class mail to the property address or last known address of the Owner, responsible Person, or Occupant

on file with the County Assessor in the county in which the property is located. If notice is returned undeliverable, the Owner, responsible Person or Occupant may be personally served or be given notice by other methods reasonably calculated to give actual notice.

7.4.1. Contents of NOV. The NOV shall:

- 7.4.1.1. Describe the property and the Persons believed to be in violation;
- 7.4.1.2. Describe the violation;
- 7.4.1.3. Describe remedial action that will comply with the provisions of this regulation;
- 7.4.1.4. Set a reasonable timeframe for the performance of any required remedial action(s); The Department withholds the right to change the timeframe for required remedial action(s);
- 7.4.1.5. Describe the procedure to contest the NOV and the time limits for such a contest;

7.4.2. Challenging an NOV. As detailed in the Department's Adjudicative Hearing Procedures, a party aggrieved by an NOV may request a departmental conference, departmental hearing, or departmental appeal in writing within 10 days of the date of the NOV.

7.5. A follow-up inspection may be required for any notice issued.

7.6. Recovery of Investigation & Abatement Costs - The Department may recover its inspection, investigative, and abatement expenses and costs from Owners or other responsible Persons through fee schedules previously agreed upon by the Southeast Utah Board of Health.

- 7.6.1. Reopening Units - Any Unit closed to occupancy may not be occupied until approval of the Department is given and all placards are removed.
- 7.6.2. The Department may abate Nuisances or eliminate sources of filth and infectious and communicable diseases affecting the public health and bill the Owner or other person in charge of the premises upon which this Nuisance occurs for the cost of abatement. (Title 26A-1-114-1-f)

8. STANDARDS FOR UNITS CLOSED TO OCCUPANCY - It shall be unlawful for any Person to violate this Standard for Units Closed to Occupancy.

- 8.1. An operational toilet and lavatory shall be available for use, or a sanitary onsite portable unit provided, whenever authorized personnel are performing authorized work on the unit.
- 8.2. A Person may not sleep in the Unit.
- 8.3. A Person may not prepare or eat food in the Unit.

- 8.4. A Unit Closed to Occupancy does not: Negate rights the Occupant has to privacy or advance notice before the Owner or Property Manager may enter the Unit. Nor does it exclude the Owner, Occupant, or their agents, from entering lawfully in order to remediate violations of this regulation or remove personal items.
- 8.5. If Potable Water is not available in accordance with this regulation, safe drinking water shall be brought from off the premises for drinking and sanitary purposes whenever authorized personnel are performing authorized work on the unit.
- 8.6. The Department shall be allowed access to the Unit to determine if compliance with the Department order is being met.
- 8.7. A Mobile Home Park space that has been closed per R392-402 may not be rented or utilized.
- 8.8. A Mobile Home Park space containing a Mobile Home that has been Closed to Occupancy is also closed. A Mobile Home Park may not utilize or enter a new agreement to rent the space until the Mobile Home is brought into compliance with this regulation or removed from the space.

## **PENALTY**

9. CRIMINAL PENALTIES PURSUANT TO UCA SECTION 26A-1-123
  - 9.1. Any Person who is found guilty by a court of: violating any of the provisions of this regulation; or violating, disobeying, or disregarding any Notice or order issued under this regulation is guilty of a class B misdemeanor and subject to fines not to exceed \$1000, and not more than six months in jail.
  - 9.2. Any Person found guilty of a subsequent similar violation within two years of the initial violation, is guilty of a class A misdemeanor and subject to fines not to exceed \$2,500, and not more than 364 days in jail.
  - 9.3. Conviction under this section does not relieve the Person convicted from civil liability.
  - 9.4. Each day such violation is committed or permitted to continue shall constitute a separate violation.

10. CIVIL AND ADMINISTRATIVE PENALTIES

- 10.1. Any person who violates any of the provisions of this regulation shall be subject to the payment of costs incurred in the enforcement of any violation, including costs attributable to the Department or any municipality or county, and a penalty pursuant to the provisions of UCA Subsection § 26-23-6 (2).
- 10.2. The exercise of civil and administrative penalties shall be subject to the Department's Adjudicative Hearing Procedures.

## **SEVERABILITY**

If any provision, clause, sentence, or paragraph of this regulation or the application or circumstances shall be held invalid, such invalidity shall not affect the other provisions or applications of this regulation. The valid part of any clause, sentence, or paragraph of this regulation shall be given independence from the invalid provisions or application, and to this end, the provisions of this regulation are hereby declared to be severable.

## **FEES**

Fees will be assessed through fee schedules previously agreed upon by the Southeast Utah Board of Health.

IN WITNESS WHEREOF, the Southeast Utah Health Department has passed, approved, and adopted this regulation this.

**EFFECTIVE DATE**

These rules and regulations shall become effective upon its enactment by the Southeast Utah Board of Health.

APPROVED AND ADOPTED this .

SOUTHEAST UTAH BOARD OF HEALTH

By: \_\_\_\_\_

Zak Konakis  
Chair

ATTEST:

By: \_\_

Bradon Bradford  
Executive Director  
Southeast Utah Health Department