

Council Meeting Date: October 9, 2019

Agenda Item Number: 7g

REQUEST FOR COUNCIL ACTION

SUBJECT: Good Landlord Program Updates, West Jordan Municipal Code 4-2R-2E.

SUMMARY: This amendment adds additional options to terminate a landlord from the Good Landlord Program and places more responsibility on the property owner for the maintenance of their property.
(see additional information included on subsequent pages)

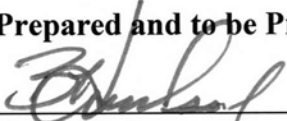
**FISCAL/ASSET
IMPACT:** There is no fiscal impact to the city

**STAFF
RECOMMENDATION:** Staff recommends approving the attached Ordinance amending the "Termination and Effect" section of the Good Landlord Program.

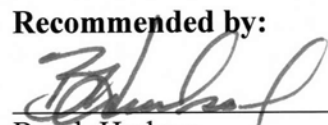
**MOTION
RECOMMENDED:** "I move to approve Ordinance #19-27, an Ordinance amending West Jordan Municipal Code **4-2R-2E: TERMINATION AND EFFECT**, as attached"

Roll Call Vote Required

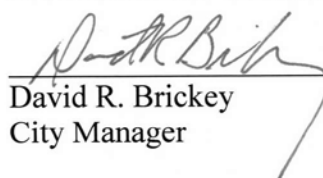
Prepared and to be Presented by:


Brock Hudson
Community Preservation, Director

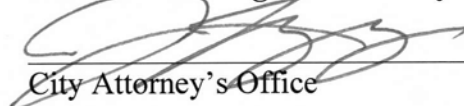
Recommended by:


Brock Hudson
Community Preservation, Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed for Legal Sufficiency


City Attorney's Office

BACKGROUND DISCUSSION:

In reviewing the Good Landlord Agreement, it was discovered that the "Termination and Effect" section allowed for the owner of a rental property, and member of the Good Landlord Program, to have 2 unresolved violations of city code in a calendar year and still maintain their Good Landlord status. This provision is making it difficult to hold the absent landlords accountable to their agreement in the Good Landlord Program. By changing the agreement and code, the City will be able to better meet the purposes of the Good Landlord Program and hold a landlord accountable to what the Program was intended to be.

In looking at other neighboring jurisdictions and talking to staff, it is recommended that two (2) or more violations of the Good Landlord Program or other provisions of a governing authority in the most recent twelve (12) consecutive months is justification for removal from the Program.

It was also included that any unresolved violation(s) of the Good Landlord Program, city code or any other law of a governing authority for more than a ninety (90) day period be a violation of the Good Landlord Program and subject to removal.

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

ORDINANCE NO. 19-27

[GOOD LANDLORD – TERMINATION & EFFECT]

AN ORDINANCE AMENDING TITLE 4, “BUSINESS AND LICENSE REGULATIONS.”

WHEREAS, the City of West Jordan adopted a City Code in 2009, for the purpose of carrying into effect and discharging all powers and duties conferred by law upon the City and its officers, employees and inhabitants, and to provide for the safety, preserve the health, promote the prosperity, improve the morals, peace, good order, comfort and convenience of the City and its inhabitants, and to protect property in the City; and

WHEREAS, the West Jordan City Council finds and determines that the purpose of the 2009 City Code, and the public health and welfare, will best be reached by the adoption of the following amendments to Title 4, Chapter 2 of the 2009 City Code.

NOW THEREFORE, IT IS ORDAINED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH:

Section 1. Title 4, Chapter 2, Article R, Section 2 of the 2009 City Code shall hereafter read as follows:

4-2R-2: GOOD LANDLORD PROGRAM:

The owner, or an authorized designee for and on behalf of an owner, of any rental dwelling unit may apply for admission into the West Jordan City Good Landlord Program.

A. Program Admission Requirements:

1. Completion and approval of the good owner application.
2. Completion of at least four (4) hours of property management education that is:
 - a. Sponsored by the City or its designated provider.
 - b. Sponsored by another jurisdiction with curriculum and a program similar to the program set forth in this article.
 - c. Another third party provided course that is preapproved by the licensing authority before making application.
3. The owner is current as to any and all fees, fines or penalties theretofore assessed by or due to the City.

4. Execution of a written, binding agreement with the City regarding landlord's obligations as set forth in this article.

B. Landlord's Obligations: Each owner participating in the program shall perform the following:

1. Tenant Screening: Owner shall perform all of the following screening requirements for all tenants prior to move in:

a. Application: Owner shall require each prospective tenant to complete a rental application which shall include the tenant's personal and pertinent financial information. Owner shall keep the application on file for the full term of the lease.

b. Driver's License Or State Identification: Owner shall require every prospective tenant as well as each occupant of the premises, who is eighteen (18) years or older, to provide a driver's license or state identification card which owner shall copy and keep on file for the full term of the lease.

c. Credit Check: Owner shall obtain a credit history from every prospective contract signing tenant over the age of eighteen (18). Owner shall keep the credit application on file for the full term of the lease.

d. Income/Employment Verification: Owner shall obtain income/employment verification from every prospective contract signing tenant.

e. Rental References: Owner shall obtain contact information for all of a prospective tenant's previous landlords within the last three (3) years, and the owner shall contact these previous landlords to determine the credit and tenant history of each prospective tenant.

2. Tenant Selection: Owner shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenant or other proposed occupant who:

a. Provided false information to the owner on the application or otherwise.

3. Eviction: Owner will promptly evict tenants that do not meet the requirements of this article or are or become involved in illegal activities.

4. Executed Lease: Owner shall execute a valid, written lease agreement or rental agreement with each tenant, which shall include the provisions listed in any owner training packet prepared by the licensing authority, and those set forth in this article.

5. Owner Training: As part of the continuing education requirement in subsection A2 of this section, owner agrees to attend and complete a City approved four (4) hour owner training program every four (4) years.

C. City's Obligations: The City shall perform the following for each owner participating in the Good Landlord Program:

1. Per Rental Unit Fee Discount: If admitted into the program, the owner shall receive the discounted per rental unit fees for members of the program as set forth in the fee schedule.

2. 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.

3. Notification Of Problems: The City will promptly notify the owner concerning any criminal activity or City Code violations by a tenant.

D. Program Eligibility Deadline: Within two (2) months of the initial approval or an annual renewal of a business license, an owner is eligible to seek admission into the Good Landlord Program. Landlords who miss the admission deadline may request a late admission waiver from the City Manager who shall promptly review all such requests and make a determination of late admission waiver based upon the undue circumstances resulting in the missed deadline and for good cause shown.

E. Termination And Effect:

1. An owner may be terminated from the Good Landlord Program if:

a. Owner fails to fulfill its obligations under the written, binding agreement with the City.

b. Owner has any unresolved violations of this article, the other provisions of this Code, and any other law of a governing authority for more than ninety (90) days.

c. Owner has two (2) or more total violations of this article, the other provisions of this Code, and any other law of a governing authority within the most recent twelve (12) consecutive months.

2. In the event of termination of participation in the program, an owner shall not be relieved of liability to the City for damages sustained by virtue of any breach of the program agreement by landlord.

3. A terminated owner shall immediately pay the City its accrued annual per rental unit fee, less the discount already paid, plus any other penalties provided by this chapter for breach or violation. (Ord. 12-13, 6-13-2012; Ord. 17-46, 8-9-2017; Ord. 19-__, __-__-2019)

Section 2. Additions or amendments to the 2009 City Code when passed in such form as to indicate the intention of the City Council to make the same a part of the 2009 City Code shall be deemed to be incorporated in the 2009 City Code, so that reference to the 2009 City Code hereafter includes the additions and amendments.

Section 3. This Ordinance shall become effective immediately upon passage and having been published in accordance with Utah Code Annotated § 10-3-711.

Passed and adopted by the City Council of the City of West Jordan, Utah this ____ day of ____, 2019.

CITY OF WEST JORDAN

By: _____
JIM RIDING
Mayor

ATTEST:

JAMIE BROOKS, CMC
Interim City Clerk

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

CITY CLERK/RECORDER'S CERTIFICATE OF PUBLICATION

I, Jamie Brooks, certify that I am the City Clerk/Recorder of the City of West Jordan, Utah, and that the foregoing ordinance was published in the Legal Section, of the Salt Lake Tribune, on the ____ day of ____, 2019, pursuant to Utah Code Annotated, 10-3-711.

JAMIE BROOKS, CMC
Interim City Clerk/Recorder
[SEAL]

Legislative

4-2R-2: GOOD LANDLORD PROGRAM:

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 - b. Sponsored by another jurisdiction with curriculum and a program similar to the program set forth in this article.
 - c. Another third party provided course that is preapproved by the licensing authority before making application.
3. The owner is current as to any and all fees, fines or penalties theretofore assessed by or due to the City.
4. Execution of a written, binding agreement with the City regarding landlord's obligations as set forth in this article.

B. Landlord's Obligations: Each owner participating in the program shall perform the following:

1. Tenant Screening: Owner shall perform all of the following screening requirements for all tenants prior to move in:
 - a. Application: Owner shall require each prospective tenant to complete a rental application which shall include the tenant's personal and pertinent financial information. Owner shall keep the application on file for the full term of the lease.
 - b. Driver's License Or State Identification: Owner shall require every prospective tenant as well as each occupant of the premises, who is eighteen (18) years or older, to provide a driver's license or state identification card which owner shall copy and keep on file for the full term of the lease.
 - c. Credit Check: Owner shall obtain a credit history from every prospective contract signing tenant over the age of eighteen (18). Owner shall keep the credit application on file for the full term of the lease.
 - d. Income/Employment Verification: Owner shall obtain income/employment verification from every prospective contract signing tenant.
 - e. Rental References: Owner shall obtain contact information for all of a prospective tenant's previous landlords within the last three (3) years, and the owner shall contact these previous landlords to determine the credit and tenant history of each prospective tenant.
2. Tenant Selection: Owner shall consider the following criteria, at a minimum, for tenant selection and will refuse to rent to any prospective tenant or other proposed occupant who:

- a. Provided false information to the owner on the application or otherwise.
 3. Eviction: Owner will promptly evict tenants that do not meet the requirements of this article or are or become involved in illegal activities.
 4. Executed Lease: Owner shall execute a valid, written lease agreement or rental agreement with each tenant, which shall include the provisions listed in any owner training packet prepared by the licensing authority, and those set forth in this article.
 5. Owner Training: As part of the continuing education requirement in subsection A2 of this section, owner agrees to attend and complete a City approved four (4) hour owner training program every four (4) years.
- C. City's Obligations: The City shall perform the following for each owner participating in the Good Landlord Program:
1. Per Rental Unit Fee Discount: If admitted into the program, the owner shall receive the discounted per rental unit fees for members of the program as set forth in the fee schedule.
 2. 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.
 3. Notification Of Problems: The City will promptly notify the owner concerning any criminal activity or City Code violations by a tenant.
- D. Program Eligibility Deadline: Within two (2) months of the initial approval or an annual renewal of a business license, an owner is eligible to seek admission into the Good Landlord Program. Landlords who miss the admission deadline may request a late admission waiver from the City Manager who shall promptly review all such requests and make a determination of late admission waiver based upon the undue circumstances resulting in the missed deadline and for good cause shown.
- E. Termination And Effect:
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 - b. Owner has any unresolved violations of this article, the other provisions of this Code, and any other law of a governing authority for more than ninety (90) days.
 - bc. Owner has ~~more than two (2) or more~~ total unresolved violations of this article, the other provisions of this Code, and any other law of a governing authority, in any calendar year within the most recent twelve (12) consecutive months.
 2. In the event of termination of participation in the program, an owner shall not be relieved of liability to the City for damages sustained by virtue of any breach of the program agreement by landlord.
 3. A terminated owner shall immediately pay the City its accrued annual per rental unit fee, less the discount already paid, plus any other penalties provided by this chapter for breach or violation. (Ord. 12-13, 6-13-2012; Ord. 17-46, 8-9-2017; Ord. 19-__, __-__-2019)

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