



Good Landlord Program Participant Application

City of North Salt Lake
10 East Center Street • North Salt Lake • Utah • 84054
801.335.8701
www.nslcity.org

Type of Application

New Application

Change of Location

Change of Name

Other _____

License #: _____

Date: _____

- Print clearly or type an answer to every question. Incomplete applications will not be accepted.
- Training Certifications expire two (2) years from the date of class completion.
- Attach certificate of completion of Good Landlord Training

SECTION 1: BUSINESS INFORMATION

Business Name:

Parcel ID:

DBA (Doing Business As):

Business Location Address:

Mailing Address:

City:

State:

Zip:

Local Business Phone:

Corporate Business Phone:

Website:

Business Email:

SECTION 2: OWNER INFORMATION

Owner Name:

Address:

City:

State:

Zip:

Business Phone:

Mobile Phone:

Home Phone:

Email Address:

SECTION 3: LOCAL AGENT/MANAGER

Agent/Manager Company Name:

Manager Name:

Manager Address:

City:

State:

Zip:

Business Phone:

Mobile Phone:

Home Phone:

Email Address:

Alternative Contact Name:

Mobile Phone:

Alternative Contact Name:

Mobile Phone:

Alternative Contact Name:

Mobile Phone:

SECTION 6: GOOD LANDLORD PROGRAM AGREEMENT

**THIS IS A LEGALLY BINDING AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY**

THIS AGREEMENT is made this _____ day of _____, 20____, by _____ hereafter the "Program Participant"), representing the following rental dwelling units within the City of North Salt Lake: _____.

RECITALS

WHEREAS, the Program Participant owns a rental unit or rental dwelling units identified and described on their business license application and incorporated herein by reference;

WHEREAS, the City requires the Landlord to obtain a valid business license and pay the associated business license fee;

WHEREAS, the Program Participant desires to be admitted into the City of North Salt Lake Good Landlord Program (hereafter the "Program") and obtain a reduction in the business license fee in exchange for participation in the Program;

WHEREAS, the Program Participant(s) hereby finds benefit for entering into the Good Landlord Program Agreement (hereafter the "Agreement") for the purposes contained herein;

NOW, THEREFORE, in consideration of the covenants made herein, the Program Participant(s) agrees as follows:

AGREEMENT

The Program Participant(s), by signing this agreement, hereby agrees to abide by the provisions of the North Salt Lake City's Good Landlord Program as described in City Code Title 3, Chapter 10, or as otherwise modified by state or federal statute. The Program Participant(s) understands further that this is a voluntary program and a voluntary agreement.

The Program Participant(s) agrees that if the terms of the Good Landlord Program are violated more than twice by Program Participant(s), then the Program Participant(s) may be removed from the Good Landlord Program by the City of North Salt Lake.

This agreement may be terminated at any time by the Program Participant for any reason. The Program Participant (s) acknowledges that this agreement may be terminated by the City for just cause as outlined in Exhibit A.

PROGRAM PARTICIPANT

Signed: _____

Print Name: _____

Title: _____

What is the Program?

- The purpose of the program is to provide North Salt Lake rental owners and operators the training and other resources that enable them to reduce criminal activities and eliminate code violation on their properties.
- Landlords agree to rent to tenants who meet the rental requirements and to evict tenants who become involved in criminal activity or otherwise cause repeated nuisances to neighbors.
- Landlords agree to maintain their properties in good condition and in compliance with the City's property maintenance codes.
- The City will notify landlords promptly of known criminal activity or repeated calls for service within rental properties.

Landlord commitments

- Require detailed rental applications and lease agreements from tenants.
- Perform criminal background and credit checks as part of a rental application process.
- Obtain program-approved training within six months of making application to the program.
- Repeat program-approved training once every two (2) years.

Questions

- How do I enroll in the City's program?
 - Submit an application and signed agreement
 - Complete the required training within six (6) months of your application
 - Submit business license application or renewal
- How do I perform a criminal background check?
 - There are some private services available such as the Utah Apartment Association or you may send potential tenants to the Utah Bureau of Criminal Investigation to obtain their own background checks – fee of \$15. Detailed information at BCI website: <http://publicsafety.utah.gov/bci/>
- How do I run a credit check on potential tenants?
 - There are many services that will do that for you, including UAA, or you can work directly with any of the three credit reporting agencies: Equifax, Experian and TransUnion. You will need to add a consent form to your application and charge a fee to perform a credit check.
- Do criminal qualifications of the program apply to named tenants only or to all persons living in the rental unit?
 - The criminal background checks apply to all named adult tenants.
- Does the program apply to existing tenants?
 - Existing tenants who would not qualify for rental today may continue to live in rental units within the program. Also, lease renewals to existing tenants should be done with revised program applications.

Chapter 10
GOOD LANDLORD PROGRAM ACT

3-10-1: TITLE:

3-10-2: DEFINITIONS:

3-10-3: LICENSE AND FEE REQUIRED:

3-10-4: PROGRAM TERMS:

3-10-5: INSPECTIONS:

3-10-6: REAL PROPERTY MAINTENANCE:

3-10-7: SITE APPEARANCE REQUIREMENTS:

3-10-1: TITLE:

This chapter shall be referred to as the *GOOD LANDLORD PROGRAM ACT*. (Ord. 2011-09, 7-19-2011)

3-10-2: DEFINITIONS:

The following definitions apply to this chapter in addition to the other definitions set forth in this title:

AGREEMENT: The binding agreement entered into by participants of the good landlord program and the city.

BUSINESS LICENSE: That license required by the North Salt Lake City under [chapter 1](#) of this title for any individuals engaging in business within the city. A business license in this chapter is not synonymous with approval of or participation in the good landlord program.

CITY MANAGER: The city manager of the city.

FEES OR FEE SCHEDULE: The city's comprehensive fee schedule as it relates to base business license fees, disproportionate rental dwelling unit fees and the discount fees associated with the good landlord program.

OWNER: The person having ownership.

OWNER OCCUPIED: A person having ownership of a rental unit(s) who also occupies the same location as a primary residence.

PERSON: Includes any individual, group of individuals, partnership, corporation, association or other legal entity.

PROGRAM: The good landlord program of the city.

PROGRAM PARTICIPANT: Any owner or authorized landlord, property or mobile home park manager or representative of rental dwelling units who participates in the good landlord program.

RENTAL DWELLING UNIT: Any individual dwelling unit or mobile home pad that is rented, leased, 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, 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. (Ord. 2011-09, 7-19-2011; amd. Ord. 2011-21, 11-15-2011)

3-10-3: LICENSE AND FEE REQUIRED:

- A. License: An owner of four (4) or more rental dwelling units shall obtain and maintain current a city business license. Business license applications shall include, at a minimum, all owner contact information, as well as a current, complete list of all rental dwelling units owned.

- B. Fee Schedule: There is hereby imposed upon the owner of four (4) or more rental dwelling units a disproportionate per rental unit fee based upon a study conducted by the city in accordance with state statute.
1. Disproportionate Per Rental Unit Fee And Study: The disproportionate per rental unit fee shall be adopted by resolution as part of the city's comprehensive fee schedule only after completion of a study in accordance with state law and updated accordingly as required by state law. No disproportionate rental fee shall be collected by the city until such study is complete and adopted as provided in this subsection.
 2. Time Of Payment: An owner of four (4) or more rental dwelling units shall pay the business license fee and disproportionate per rental unit fees set forth in the fee schedule at the time of application for a new or renewal license.
 3. Failure To Make Payment: Failure to timely make a payment of required fees will result in the suspension or revocation of the business license and the imposition of penalty fees as set forth in [chapter 1](#) of this title relating to business licenses.
 4. Fee Discount: A discount from the per rental unit fees is available to members of the good landlord program as set forth in this chapter.
 5. Joint And Several Liability: If there is more than one owner of a rental dwelling unit, including purchases under contract, each owner shall be jointly and severally liable to pay the business license fees and per rental unit fees set forth in the fee schedule. (Ord. 2011-09, 7-19-2011)

3-10-4: PROGRAM TERMS:

- A. Program Participation: The owner, or an authorized designee for and in behalf of an owner, of four (4) or more rental dwelling units, may apply for admission into the good landlord program.
- B. Program Admission Requirements:
1. Completion and approval of the good landlord program application.
 2. Completion of at least eight (8) hours of property management education that is:
 - a. Sponsored by the city or its designated provider; or
 - b. Sponsored by another jurisdiction with curriculum and a program similar to the program set forth in this chapter; or
 - c. Another third party provided curriculum or program, including evidence of compliance with another Utah municipality's good landlord program and that is preapproved by the city before making application.
 3. The program participant 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 program participant's obligations as set forth in this chapter.
- C. Program Participant's Obligations: Program participants shall perform the following:
1. Tenant Screening: Program participants shall perform all of the following screening requirements for all tenants prior to move in:
 - a. Application: Program participants shall require each prospective tenant to complete a rental application which shall include the tenant's personal and pertinent financial information. Program participants shall keep the application on file for the full term of the lease.
 - b. Criminal Background Check: Program participants shall obtain a criminal history for each tenant as well as each occupant of the premises who is eighteen (18) years or older. Program participants shall keep all criminal histories on file for the full term of the lease.
 - c. Driver's License Or State Identification: Program participants 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 program participants shall copy and keep on file for the full term of the lease.
 - d. Credit Check: Program participants shall obtain a credit history from every prospective contract signing tenant over the age of eighteen (18). Program participants shall keep the credit application on file for the full term of the lease, including renewal periods.
 - e. Income/Employment Verification: Program participants shall obtain income/employment verification from every prospective contract signing tenant.

- f. Rental References: Program participants shall obtain contact information for all of a prospective tenant's previous landlords within the last three (3) years, and the program participants shall contact these previous landlords to determine the credit and tenant history of each prospective tenant.
 2. Tenant Selection: Program participants shall consider the following criteria, at a minimum, for tenant selection and unless otherwise required by federal statutes, such as the fair housing act or the Americans with disabilities act, etc., will refuse to rent to any prospective tenant or other proposed occupant who:
 - a. Provided false information to the program participant on the application or otherwise;
 - b. ~~Within the past three (3) years has been convicted of: 1) any felony; or 2) any drug or alcohol related crime, sex crime, violence of any kind, assault, or crimes that involve weaponry of any kind; or 3) is currently on probation or parole.~~ {provision pre-empted by State Statute 10-1-203.5(3)(b)}
 3. Eviction: Program participants will promptly evict tenants that do not meet the requirements of this chapter or are or become involved in illegal activities.
 4. Executed Lease: Program participants shall execute a valid, written lease agreement or rental agreement with each tenant, which shall include the provisions listed in any program participant's training packet provided by the city and those set forth in this chapter.
 5. Program Participant Training: As part of the continuing education requirement in subsection B2 of this section, program participants agree to attend and complete a city approved four (4) hour program participants training program every two (2) years.
 6. Compliance With City Ordinances: Program participants shall comply with the property maintenance provisions of this chapter together with all other ordinances of the city related to nuisances, property maintenance, signage, business licensing, utility billing and any other applicable city codes.
- D. City's Obligations: The city shall perform the following for each program participant in the good landlord program:
 1. If admitted into the program, the program participant shall receive the discounted per rental unit fees for members of the program as set forth in the fee schedule.
 2. The city reserves the right to waive, amend or otherwise forgive a program participant's violation of their agreement, if, at the city's sole discretion, grounds exist for such a determination.
 3. The city will promptly notify the program participant concerning any criminal activity or city code violations by a tenant.
- E. Program Eligibility: An owner, or authorized designee, is eligible to seek admission into the good landlord program at any time. An owner, or authorized designee, who is admitted into the program at any time other than at the beginning of a calendar year when business licenses are renewed, may pay a prorated per rental unit fee from the date of full compliance with the good landlord program or the issuance of a business license, or an amended business license, whichever is later.
- F. Removal From Good Landlord Program:
 1. Conditions: Any program participant may be removed from the good landlord program if:
 - a. Program participant fails to fulfill its obligations under the written, binding agreement with the city;
 - b. Program participant has more than two (2) unresolved violations of this chapter, other provisions of city codes related to property maintenance, and/or any other law of a governing authority, in any calendar year.
 2. Investigation: The city may, on its own initiative or in response to complaints from the general public, investigate and gather evidence of violations of this chapter or other circumstances which may give rise to adverse action by the city, up to and including involuntary removal from the good landlord program.
 3. Fees Due: Program participants who have been involuntarily removed from the good landlord program shall immediately pay the city its accrued annual per rental unit business license fee, less the discount already paid, plus any other penalties provided by this chapter for breach or violation.
 4. Loss Of Business License: Program participants who have been involuntarily removed from the good landlord program shall not automatically lose their business license. Prior to the revocation of any business license for owners of rental dwelling units, the city's actions shall be subject to the provisions of section [3-1-12](#) of this title governing the revocation or denial of business licenses.
- G. Appeal: A program participant may appeal any decision administering the good landlord program, including

involuntary removal, by filing a written notice of appeal with the city recorder. Within thirty (30) days of the receipt of such an appeal, the city manager or his designee will review the appeal and shall uphold, reverse or change the decision and state the reasons therefor in writing. The decision of the city manager or his designee shall be final. (Ord. 2011-09, 7-19-2011)

3-10-5: INSPECTIONS:

- A. Generally: City officials shall be permitted to make an inspection to enforce any of the provisions of this chapter or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the officers or their authorized representatives shall first make a reasonable effort to locate the owner, landlord, property manager or other persons having charge or control of the building or premises and request entry. If the owner, landlord, property manager or other responsible person refuses to allow the city officials to enter and inspect the property, the officer may obtain and execute a search warrant.
- B. Entry Upon Proper Request: No owner, landlord, property manager, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request or warrant is made, to properly permit entry therein by the city officials for the purpose of inspection and enforcement of this title. (Ord. 2011-09, 7-19-2011)

3-10-6: REAL PROPERTY MAINTENANCE:

All program participants shall be required to consent by agreement with the city to the following provisions related to real property maintenance:

- A. Prevention of fire hazards.
- B. Prevention of insect, rodent and other vermin harborage.
- C. Prevention of introduction of hazardous pollutants into the air.
- D. Prevention of spreading of vegetation that threatens the public health, safety, or welfare.
- E. Fostering or improvement of the city's image, property values, and neighborhood success.
- F. Lawfully disposing of cuttings from grass, weeds or solid waste.
- G. Effectively securing any vacant structure.
- H. Lawfully disposing of any unsightly or deleterious objects or structures.
- I. Prompt removal of graffiti and/or repair of vandalism on any structure located on the premises.
- J. Other site appearance provisions. (Ord. 2011-09, 7-19-2011)

3-10-7: SITE APPEARANCE REQUIREMENTS:

Program participants shall maintain their properties in conformance to all applicable site appearance requirements in the city's land use development and management act (LUDMA) or other pertinent city ordinances, including, but not limited to, landscaping, lighting, house numbering, signage, driveways, parking lots, clear vision areas and property maintenance. (Ord. 2011-09, 7-19-2011)