

Salt Lake City Landlord/Tenant Initiative Program

RENTAL DWELLING MANAGEMENT AGREEMENT

The undersigned owner or manager, (“Landlord”), desires to participate in Salt Lake City’s (“City”) Landlord/Tenant Initiative Program (“Program”) established pursuant to Chapter 5.15 of the Salt Lake City Code (“Code”). This Rental Dwelling Management Agreement (“Agreement”) is entered into on _____, 20__ by and between Landlord and City.

Landlord is the owner or manager of one or more rental dwellings located in Salt Lake City and identified in this Agreement (“Property”). Landlord and City acknowledge that Landlord is eligible to receive a disproportionate rental fee reduction authorized under Section 5.15.010 of the Code if Landlord operates and manages the Property in compliance with Program requirements.

The purpose of this Agreement is to specify what City expects of Landlord with regard to maintaining the Property in a safe and livable condition in order to make a positive contribution to City neighborhoods. This Agreement is also intended to ensure Landlord and Landlord’s tenants are aware of laws and regulations relating to criminal nuisance activity, City housing and zoning requirements, fair housing and non-discrimination laws, and landlord/tenant rights and responsibilities.

PROGRAM REQUIREMENTS

General

1. Landlord agrees to complete an application that provides City with sufficient information to determine whether Landlord’s operation of the Property satisfies the Program requirements found in Chapter 5.15 of the Code.
2. Landlord agrees that within six months of Landlord’s admission into the Program, Landlord will attend a City-approved Landlord training course of not less than four hours. Further, the Landlord also agrees to attend similar four-hour training courses every three years thereafter. This training requirement may be satisfied by timely completion of any good landlord training program. Training programs provided by other Utah cities that offer a program similar to City’s Program will receive credit toward this requirement. This training requirement does not apply to a landlord who has a current professional designation of “property manager.”
3. The Property shall be excluded from the Program if Landlord fails to manage such Property in compliance with the terms of this Agreement and the requirements of Chapter 5.15 of the Code. However, the City will consider the Property to be in compliance with both this Agreement and

the Code if all violations identified in any notice of violation issued by City are corrected within the time frame specified in such notice of violation.

4. Landlord acknowledges that City may pursue additional enforcement measures beyond merely terminating the Property's inclusion in the Program if Landlord violates Agreement requirements that are also set forth in the Code.
5. Landlord agrees to provide a signed copy of this Agreement and information of where the tenant can upload the Utah Renters Handbook Guide. A copy of the Utah Renters Handbook published by Utah Legal Services (available at <http://www.utahlegalservices.org/public/self-help-uploads/utah-renters-handbook>) to tenants in each rental dwelling unit. Given the importance of compliance with this Agreement, Landlord may include any item from this Agreement in a tenant lease agreement.

Property Management

6. Landlord agrees to provide City adequate contact information as required by Section 5.14.030 of the Code in order for City to provide notice of any criminal or nuisance behavior reported to City which relates to the Property.
7. Landlord agrees to manage the Property in a manner that prevents any nuisance as defined by the Code or Utah law. Such nuisances include, but are not limited to, criminal acts, loud parties, unduly aggressive behavior, physical violence, and any other matters that require police response.
8. Landlord agrees to take action to correct any recurring nuisance activity. Such action on the part of the Landlord shall include notifying the offending tenant of the problem, identifying a timely corrective action, and potentially evicting the tenant if tenant does not implement such corrective action within a reasonable period of time.
9. Landlord is encouraged, but not required, to retain documentation related to any criminal or nuisance activity by a tenant.
10. Landlord is encouraged, but not required, to perform tenant background and credit checks.

Building & Housing Codes

11. Landlord agrees to comply with the self-certification standards established by the City and with code provisions applicable to the Property including, but not limited to, pertinent housing, building, fire, mechanical, and plumbing codes; sanitation regulations; snow removal requirements; weed control requirements; and noise requirements.
12. Landlord acknowledges that in addition to criminal disturbances, zoning violations such as inadequate landscaping; inadequate landscaping maintenance; and improper outdoor storage may also be considered a nuisance.
13. Landlord agrees to maintain the Property in a neat, orderly, and safe condition in compliance with

City's zoning regulations.

Fair Housing & Nondiscrimination

14. Landlord agrees to maintain a record of all occupancy denials and evictions for a minimum period of eighteen months and further agrees to provide City reasonable access to these records and to the Property whenever the City determines such access is necessary for enforcement purposes.
15. Landlord shall not take, encourage, or permit any act of retaliation against any tenant who reports to City a violation of (i) the Program requirements, (ii) this Agreement, (iii) any lease agreements between Landlord and tenants, or (iv) the City Code.
16. Landlord agrees to maintain and operate the Property in compliance with local, state, and federal laws governing nondiscrimination and fair housing.

Tenant Communication

17. Landlord agrees to provide Landlord's tenants with a telephone number and/or email address which tenants may use to contact Landlord regarding any tenant question or concern. Landlord further agrees to meet in person with Landlord's tenants at least once annually to discuss any such questions or concerns. Landlord shall respond to any tenant question or concern within a reasonable time.
18. Landlord agrees to maintain records of landlord/tenant meetings or communications for at least eighteen months and such records shall be made available for City inspection as reasonably requested by City.

Enforcement

19. Landlord acknowledges Landlord's responsibility to maintain the Property in compliance with the provisions of this Agreement. Landlord further acknowledges that failure to comply with the provisions of this Agreement will be grounds for the Property's exclusion from the Program. Upon the Property's exclusion from the Program all reductions of disproportionate fees available under the Program will be voided and Landlord will be responsible for paying the full fee amounts for the entire license period.
20. Landlord acknowledges that if Landlord, or any of Landlord's agents, refuses to permit the City to conduct an inspection authorized under the Code, then the City has adequate grounds to:
 - A. Revoke the rental dwelling business license that corresponds to the rental dwelling at issue;
 - B. Disqualify the rental dwelling at issue from participation in the city's landlord/tenant initiative pursuant to chapter 5.15 of this title;
 - C. After obtaining a warrant, enter a rental dwelling at issue to inspect it or to otherwise

perform duties imposed by this chapter; and/or

D. Pursue any and all other remedies available to the city.

21. This Agreement is only between the City and the Landlord identified herein. If a new party acquires the Property or otherwise assumes responsibility for such Property, then Landlord agrees to inform such new party that the Property's continued participation in the Program will be contingent upon the new party entering into a new management agreement and receiving any required training.

22. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Landlord represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

PLEASE KEEP PAGES 1- 4 FOR YOUR RECORDS

PLEASE INCLUDE A COPY OF THIS PAGE WITH YOUR APPLICATION.

MANAGEMENT AGREEMENT

PROPERTY

The property or properties subject to this agreement are as follows:

1. _____ Number of Units _____
(Address)
2. _____ Number of Units _____
(Address)
3. _____ Number of Units _____
(Address)
4. _____ Number of Units _____
(Address)
5. _____ Number of Units _____
(Address)
6. _____ Number of Units _____
(Address)

(Please add additional sheets if necessary.)

Landlord Name (Please Print)

Date _____

City Representative Name (Please Print)

Date _____