

Ordinance 2018-01

SHORT TITLE:

An ordinance amending the effective date of the previously enacted Ordinance 2017-51 regarding rental contracts. (17-104)

I

PASSAGE BY MUNICIPAL COUNCIL

ROLL CALL

DISTRICT	NAME	Motion	Second	FOR	AGAINST	OTHER
CW 1	DAVID SEWELL			✓		
CW 2	GEORGE STEWART	✓		✓		
CD 1	GARY WINTERTON			✓		
CD 2	GEORGE HANDLEY			✓		
CD 3	DAVID KNECHT			✓		
CD 4	KAY VAN BUREN			✓		
CD 5	DAVID HARDING		✓	✓		
TOTALS				7	0	

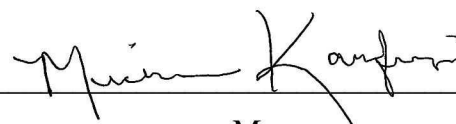
This ordinance was passed by the Municipal Council of Provo City, on the 9th day of January 2018, on a roll call vote as described above. Signed this 25th day of January 2018


Chair

II

APPROVAL BY MAYOR

This ordinance is approved by me this 29 January 2018.


Mayor

Ordinance 2018-01

III

CITY RECORDER'S CERTIFICATE AND ATTEST

This ordinance was signed and recorded in the office of the Provo City Recorder on the 31st day of January 2018, with a short summary being published on the 13th day of January 2018, in The Daily Herald, a newspaper circulated in Provo, Utah. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to Ordinance Number 2018-01.



Amanda Grcunbrack

City Recorder

47 C. The Municipal Council hereby directs that this ordinance shall remain uncodified except
48 insofar as is necessary to indicate that Provo City Code Section 6.26.150 is not effective
49 until Mar 1, 2018.

50
51 D. This ordinance shall take effect immediately after it has been posted or published in
52 accordance with Utah Code 10-3-711, presented to the Mayor in accordance with Utah
53 Code 10-3b-204, and recorded in accordance with Utah Code 10-3-713.

54
55 END OF ORDINANCE.

EXHIBIT A

6.26.150. Contract Required.

(1) For purposes of this section, the following definitions shall apply:

(a) "Owner" includes any duly authorized agent of a property owner, including an authorized property manager, but does not include any tenant or sublessor except on-site property managers of multi-family dwellings.

(b) "Tenant" includes any lessee and/or sublessee.

(c) "Contract" means, at a minimum, a document executed by both the owner and one or more tenants that meets the requirements in subsection (4). It need not contain any additional terms to meet the requirements of this section.

(d) "Rental dwelling" has the meaning defined in Provo City Code Section 6.02.010, but also includes a mobile home rental dwelling as defined in that section.

(2) Every owner of a rental dwelling shall have a written contract with each adult tenant.

(3) Every adult tenant shall have a written contract with the owner of any rental dwelling.

(4) The contract shall contain the following:

(a) a copy of the rental dwelling license application approval letter for that property;

(b) a copy of the Tenants' Rights and Responsibilities document provided by Provo City; and

(c) an acknowledgment by both owner and tenant of tenant's lease of the premises.

(5) The owner shall make the contract available to Provo City officials upon request when reasonable cause exists to believe that there is a violation of this section.

(6) It shall be unlawful for any owner, tenant, or other individual to violate the requirements of this section.

(7) Any owner, tenant, or other individual who intentionally, knowingly, or recklessly violates this section shall be guilty of a Class C misdemeanor.

(a) No person shall be in violation of this section unless he intends a violation, is aware that his conduct is reasonably certain to cause a violation of this section, or is aware of, but consciously disregards, a substantial and unjustifiable risk that his conduct will result in a violation of this section.

(b) A person shall not be held liable if a violation of this section results from his criminal or simple negligence.

(c) A second or subsequent conviction under this section shall be a Class B misdemeanor.

(d) For purposes of this section, a plea of guilty or no contest to a violation of this section, which plea is held in abeyance under Utah Code Title 77, Chapter 2a, Pleas in Abeyance, is the equivalent of a conviction, even if the charge has been subsequently reduced or dismissed in accordance with the plea in abeyance agreement.