

Chapter 7

RENTAL FIT PREMISES

4-7-1: SHORT TITLE:

4-7-2: DEFINITIONS:

4-7-3: LICENSE REQUIRED:

4-7-4: CITY INSPECTIONS:

4-7-5: EXCLUSIONS FROM APPLICATION OF CHAPTER:

4-7-6: MINIMUM SPACE REQUIREMENT:

4-7-7: IDENTIFICATION OF OWNER AND AGENTS:

4-7-8: PROPERTY OWNER TO DELIVER POSSESSION OF DWELLING UNIT:

4-7-9: MAINTENANCE OF DWELLING UNIT AND PREMISES; PROPERTY OWNER'S DUTIES:

4-7-10: MAINTENANCE OF DWELLING UNIT AND PREMISES; TENANT'S DUTIES:

4-7-11: LANDSCAPING AND EXTERIOR MAINTENANCE:

4-7-12: RULES AND REGULATIONS:

4-7-13: ACCESS:

4-7-14: PROPERTY OWNER AND TENANT REMEDIES FOR ABUSE OF ACCESS:

4-7-15: REPAIR OF SPECIFIED FAILURES:

4-7-16: TENANT REPAIR AND DEDUCT:

4-7-17: RETALIATORY CONDUCT PROHIBITED:

4-7-18: NOTICE:

4-7-19: PENALTY:

4-7-1: SHORT TITLE:

This chapter shall be known as the *ST. GEORGE CITY RENTAL FIT PREMISES ORDINANCE*. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-2: DEFINITIONS:

The following definitions are applicable to this chapter:

LANDSCAPING: The combination of elements such as trees, shrubs, ground covers, vines, and other plants that are generally not considered to be weeds or noxious plants, and nonorganic matter such as decorative rock, that is planted or placed on the areas outside of the rental dwelling unit for the purpose of creating an attractive and pleasing environment. All landscaping shall meet the requirements of any applicable city code.

OWNER OCCUPIED: A. A natural person who possesses fifty percent (50%) ownership or more in the dwelling and said dwelling is the primary residence of such person; or

B. A family trust created for the primary purpose of estate planning by one or more trustors who create the trust, place the dwelling in such trust, and whose primary residence is such dwelling.

PERSON: Unless the context otherwise requires, the term "person" means an individual, a corporation, a partnership, an association, a joint stock company, a business trust or any unincorporated organization.

PROPERTY OWNER: An individual, a corporation, a partnership, an association, a joint stock company, a business trust or any unincorporated organization that is the owner of a rental dwelling unit or has a financial interest in the rental dwelling unit.

RENTAL DWELLING UNIT: A building or portion of a building that is:

- A. Used or designated for use as a residence by one or more persons; and
- B. 1. Available to be rented, loaned, leased, or hired out for a period of thirty (30) days or longer; or
2. Arranged, designed, or built to be rented, loaned, leased, or hired out for a period of one month or longer.

RENTAL PROPERTY: Any legally subdivided lot or parcel of property containing one or more rental dwelling units.

TENANT: Any natural person and any individual other than a commercial tenant that signs a rental agreement or is otherwise responsible for payment of rent for the unit.

UNIT: A rental dwelling unit. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-3: LICENSE REQUIRED:

- A. It is unlawful for any person to keep, conduct, operate or maintain a rental dwelling unit within the city without a business license for such dwelling. A person who owns multiple rental dwelling units or multiple buildings containing rental dwelling units is not required to obtain more than one business license for the operation and maintenance of those rental dwelling units.
- B. A rental dwelling unit business license is not transferable between persons or structures. Any person holding such license shall give written notice within thirty (30) days to the business license official after having transferred or otherwise disposed of legal or equitable control of any rental dwelling unit licensed under this chapter. Such notice of transferred interest shall be deemed a request to cancel an existing business license for such rental dwelling unit and shall include the name, address, and information regarding the person(s) succeeding to the ownership or control thereof. The new owner shall obtain a business license as required by this chapter.
- C. A business license shall not be required for a dwelling unit which is ordinarily owner occupied but is temporarily rented because:
 - 1. The owner is placed in a hospital, nursing home, assisted living facility or other similar facility, or

2. The owner has a bona fide, temporary absence of three (3) years or less for activities such as temporary job assignments, sabbaticals, or voluntary service. Indefinite periods of absence from the dwelling shall not qualify for this exception. (Ord. 2006-09-005, 9-21-2006)

4-7-4: CITY INSPECTIONS:

The city may require an inspection of the rental dwelling unit as a condition of obtaining a business license with the following conditions:

- A. The city may impose a reasonable inspection fee upon an owner of a rental dwelling unit for the inspection of each rental dwelling unit owned by that owner.
- B. If the city's inspection of a rental dwelling unit approves the rental dwelling unit for purposes of a business license, the city may not inspect that rental dwelling during the next thirty six (36) months, unless the city has reasonable cause to believe that a condition in the rental dwelling is in violation of an applicable law or ordinance.
- C. The requirements of this section shall not apply to a property owner with an interest in two (2) or fewer rental dwelling units. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-5: EXCLUSIONS FROM APPLICATION OF CHAPTER:

The following arrangements are not governed by this chapter:

- A. Residence at a medical, geriatric, educational, counseling, religious institution, or a government operated detention institution;
- B. Occupancy under a bona fide contract of sale of a dwelling unit if the occupant is the purchaser;
- C. Occupancy by a member of a bona fide nonprofit fraternal or social organization in a building operated for the benefit of the organization;
- D. Transient occupancy in a hotel or motel or lodgings subject to Utah code section 59-12-301, Utah Code Annotated and [title 3, chapter 2](#) of this code; and

E. Occupancy by an owner of a condominium unit.

Nothing in this chapter shall be construed to affect the rights and duties established under Utah code title 57, chapter 22, Utah fit premises act, or to restrict the city's ability to enforce its generally applicable health ordinances or building code, a local health department's authority under Utah code title 26A, chapter 1, local health departments, or the Utah department of health's authority under title 26, Utah health code. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-6: MINIMUM SPACE REQUIREMENT:

Every rental housing unit shall have at least two hundred twenty (220) square feet of floor space and shall contain at least one common room having not less than one hundred twenty (120) square feet. Every habitable room, except a kitchen, shall have not less than seven feet (7') in any dimension. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-7: IDENTIFICATION OF OWNER AND AGENTS:

- A. A property owner or any person authorized to enter into an oral or written rental agreement on the property owner's behalf shall disclose to the tenant, in writing, at or before the commencement of the tenancy, the name, address, and telephone number of:
 - 1. The owner or person authorized to manage the premises; and
 - 2. A local person authorized to act for and on behalf of the owner for the purpose of receiving notices and demands and performing the property owner's obligations under this chapter and the rental agreement if the owner or manager resides outside of Washington County.

- B. A person who, acting in the capacity of or on behalf of the property owner, enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the property owner for the purposes of:
 - 1. Receipt of notices under this chapter; and
 - 2. Performing the obligations of the property owner under this chapter and under the rental agreement.

- C. The information required to be furnished by this section shall be kept current. This section is enforceable against any successor property owner, agent, or manager.

- D. Every rental property with more than one unit rented without a written agreement shall have a notice posted in a conspicuous place inside of the unit with the name, address, and telephone number of the owner or manager and local agent as required by subsection A of this section. The notice shall state in a conspicuous manner the following:

This notice shall not be removed unless authorized to do so under City Ordinance.

(Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-8: PROPERTY OWNER TO DELIVER POSSESSION OF DWELLING UNIT:

- A. At the commencement of any rental of a unit, the property owner shall provide to the tenant:
1. A written inventory of the condition of the premises and all appliances and furnishings therein and make available a written summary of the ordinance codified herein that fairly sets forth its material provisions.
 2. A copy of the lease or rental agreement and rules and regulations, if written.
 3. Any current notice by any utility provider to the property owner to terminate water, gas, electrical, or other utility service to the dwelling unit; the proposed date of termination; and any current uncorrected deficiency list or notice from any government entity along with a written statement explaining how the property owner will correct the termination and/or deficiency.
- B. By explicit written agreement, a property owner and a tenant may establish a procedure whereby the tenant notifies the property owner of needed repairs, makes those repairs, and deducts the cost of the repairs from the rent due and owing, however any such agreement shall not relieve the property owner from the duty to ensure that such repairs are completed in an expeditious and satisfactory manner as required in this chapter.
- C. A property owner may not allocate any duties to the tenant required of the property owner under this chapter unless authorized to do so under the provisions of this chapter.
- D. If the property owner fails to deliver possession of the dwelling unit to the tenant as promised in the rental agreement, rent abates until possession is delivered, and the tenant may terminate the rental agreement by written notice to the property owner and recover all prepaid rent and security deposits, as well as the greater of one hundred dollars (\$100.00) or actual damages, and any reasonable attorney fees incurred. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-9: MAINTENANCE OF DWELLING UNIT AND PREMISES; PROPERTY OWNER'S DUTIES:

A property owner shall:

- A. Comply with the requirements of applicable building, housing, and health codes and city ordinances and not rent the premises unless they are safe, sanitary, and fit for human occupancy;
- B. Maintain the structural integrity of the building;

- C. Maintain floors, roofs, balconies, etc., in compliance with safe load bearing requirements;
- D. Provide exits, emergency egress, light, and ventilation in compliance with applicable codes;
- E. Maintain stairways, porches, walkways, and fire escapes in sound condition;
- F. Provide smoke detectors and fire extinguishers as required by code;
- G. Provide operable sinks, toilets, tubs, and/or showers free from leaks and in sanitary condition with hot water of at least one hundred ten degrees Fahrenheit (110°F) provided to sinks, tubs, and showers;
- H. Provide heating and cooling facilities sufficient to adequately heat and cool the rental dwelling unit to a temperature of at least seventy eight degrees Fahrenheit (78°F) and installed and operational as required by code;
- I. Provide kitchen facilities with an operable sink free from leaks and in sanitary condition with hot water of at least one hundred ten degrees Fahrenheit (110°F) and cold water, and any other facilities as may be required by law;
- J. Provide a cooking oven and range or stove, properly connected and in proper working condition;
- K. If equipped with a refrigerator, it shall be in proper working condition and properly connected to an electrical outlet and, if needed, a water supply. The refrigerator shall be capable of maintaining a temperature between forty degrees (40°) and forty five degrees Fahrenheit (45°F), and the freezer shall be capable of keeping food frozen.
- L. Provide running water with adequate water pressure with a flow of not less than one gallon per minute;
- M. Provide adequate hall and stairway lighting in any common areas;
- N. Maintain floors, walls, and ceilings in good condition free from large cracks, peeling, or large holes or any unsafe or unsanitary condition;

- O. Supply window screens for each window, free from tears, holes, or other damage that could allow insects or other vermin to enter the home;
- P. Maintain windows in working order with operable locks and free from cracks or breaks in the glass. Windows shall fit the window openings and be weathertight;
- Q. Maintain the foundation, masonry, chimneys, water heater, air conditioner or swamp cooler, and furnace in good working condition;
- R. Prevent the accumulation of stagnant water;
- S. Maintain swimming pools, spas, and hot tubs in a clean, safe, and sanitary condition and in good repair;
- T. Maintain any sheds or accessory buildings in good repair free from peeling paint, holes, etc., and in accordance with applicable city ordinances.
- U. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by the property owner as required by applicable codes;
- V. Supply electricity and hot water at all times, and heat during at least the months of October through April and as weather conditions might otherwise reasonably warrant, except where the dwelling unit is so constructed that electricity, heat, or hot water is within the exclusive control of the tenant and supplied by a direct public utility connection;
- W. Assure that the premises are free of insects, termites, and rodents, and be responsible for pest control measures when necessary;
- X. Not interrupt or disconnect utility service;
- Y. Provide adequate locks to exterior doors and furnish keys to tenants as required by applicable codes;
- Z. Maintain the dwelling unit in a reasonably insulated and weathertight condition as required by the international building code and Utah state energy conservation codes;

- AA. Provide for and protect each tenant's peaceful enjoyment of the premises;
- BB. Ensure that repairs, decorations, alterations, improvements, or exhibiting the dwelling unit shall not unreasonably interfere with the tenant's right to quiet enjoyment of the premises;
- CC. Provide a mailbox, the type and location of which complies with United States postal service regulations;
- DD. Provide separate meters for each rental dwelling unit for gas and electricity, unless a legally existing rental dwelling unit as of September 1, 2005, shares such meters, in which case the charges for gas and electricity may be included in the rent; and
- EE. Provide and maintain appropriate garbage receptacles in a clean area free from debris and arrange for timely garbage removal which shall be at least once a week or more frequently as needed.
- FF. Provide a list with the name of the tenant(s) and the number of occupants for each rental dwelling unit to the city business license officer;
- GG. Assure that the tenants do not exceed the number of occupants permitted by law in the rental dwelling unit;
- HH. Provide parking as required by code;
- II. Change locks, if requested to do so by a tenant who is a victim of a crime, as required under Utah Code Annotated 57-22-5.1 as amended. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-10: MAINTENANCE OF DWELLING UNIT AND PREMISES; TENANT'S DUTIES:

A tenant shall:

- A. Comply with all appropriate requirements of applicable provisions of state and local building, housing, health codes, and city ordinances;
- B. Maintain the premises occupied in a clean and safe condition and not unreasonably burden any common area;
- C. Dispose of all garbage and other waste in a clean and safe manner;
- D. Promptly inform the property owner of any defective conditions or problems at the premises;

- E. Not interfere with the peaceful enjoyment of the rental dwelling unit of another renter or adjacent property owner;
- F. Not increase the number of occupants above that specified in the rental agreement without written permission of the property owners;
- G. Not exceed the number of occupants permitted by law; and
- H. Dispose of oil, car batteries, and other hazardous waste materials away from the rental premises and in a manner prescribed by federal and local laws. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-11: LANDSCAPING AND EXTERIOR MAINTENANCE:

Property owner shall maintain the landscaping and exterior features of the property in good repair, including maintaining:

- A. Paint, siding, stucco, etc., in good repair free from peeling, large holes or cracks;
- B. Landscaping of all areas visible from a public street, alley, sidewalk, or neighboring property, including rear and side yards;
- C. Landscaping free from weeds, dead plants, litter, refuse, or debris and adequate water provided for landscape maintenance;
- D. Lawns mowed and maintained;
- E. Sprinkler systems maintained in good repair or, if no inground sprinkling system is installed, provide garden hoses and sprinklers sufficient for maintaining the yard;
- F. Landscaping maintained as approved on a site plan submitted when the rental dwelling units were approved by the city (for those projects where a site plan was required or submitted) unless a subsequent landscaping plan was approved by the community development director in writing;
- G. Curbs and gutters clean and in good repair;

H. Sidewalks, driveways and walkways in good repair free from large holes, cracks or other unsafe conditions;

I. Fences in good repair, free from graffiti, peeling paint, holes, and able to stand upright as designed without propping or additional support;

J. Carport areas (where applicable) clean and free from boxes, junk, debris, or other storage.

Property owner may contract with a third party, including tenant, to provide the maintenance required under this section, however property owner shall remain liable for any deficiencies or violations of this section. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-12: RULES AND REGULATIONS:

A property owner may adopt rules or regulations concerning the tenant's use and occupancy of the premises, which become a part of the rental agreement, if they apply to all tenants in the premises in a nondiscriminatory manner; do not conflict with the lease, federal or state law, or city ordinance, and are provided to the tenant in writing before the tenant enters into the rental agreement. Rules, regulations, or lease terms can, by agreement between the parties, be more favorable to the tenant than allowed by federal or state law or city ordinance, but cannot be more restrictive. Rules may be modified from time to time by the property owner. However, no rule adopted after the commencement of any rental agreement shall substantially modify the existing terms, conditions, or rules without written consent of the tenant. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-13: ACCESS:

A. A tenant shall not unreasonably withhold consent to the property owner to enter into the dwelling unit in order to make necessary or agreed inspections, repairs, decorations, alterations, or improvements; or exhibit the dwelling unit to prospective purchasers, tenants, or repairmen.

B. A property owner may enter the dwelling unit without consent of the tenant only in cases of emergency.

C. Except in cases of emergency, the property owner shall give the tenant at least twenty four (24) hours' notice of plans to enter, and may enter only between eight o'clock (8:00) A.M. and eight o'clock (8:00) P.M.

D. A property owner has no other right of access except:

1. Pursuant to court order;

2. To make repairs requested by the tenant under the provisions of this chapter or by other applicable law; or

3. If the tenant has abandoned the premises as defined in section 78-36-12.3(3), Utah Code Annotated, or any successor provision. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-14: PROPERTY OWNER AND TENANT REMEDIES FOR ABUSE OF ACCESS:

- A. If the tenant refuses to allow lawful access, the property owner may obtain injunctive relief to compel access or may terminate the rental agreement and commence an eviction action. In either case, the property owner may recover actual damages and reasonable attorney fees incurred.

- B. If the property owner makes an unlawful entry or makes repeated demands for entry which harass the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement and vacate the premises. In either case, the tenant may recover the lesser of the actual damages or damages equal to one month's rent and reasonable attorney fees incurred. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-15: REPAIR OF SPECIFIED FAILURES:

In the event of the failures specified below, the property owner shall take reasonable steps to begin repairing the failures, within the following specified time periods after receipt of written notice of the failure delivered to the person identified in section [4-7-7](#) of this chapter, and complete the repairs with reasonable diligence.

<u>Failure</u>	<u>Repair Within</u>
Broken stair or balustrade	Upon notice, if the condition causes a safety hazard or prevents access to the premises; otherwise 24 hours
Broken or leaking water pipes causing an imminent threat to life, safety, or health	24 hours
Other broken or leaking water pipes	72 hours
Disconnection of electrical, water, or natural gas service caused by property owner	24 hours
Inoperable or missing smoke detector required by code	24 hours
Inoperable required fire sprinkler system (if smoke detectors are not present or operating)	24 hours
Inoperable toilet	24 hours
Nonfunctioning heating or air conditioning (during a period where heat or air conditioning is reasonably necessary) or electrical system	24 hours
Tub, shower, or kitchen and bathroom sink with inoperable drain or no hot or cold water	24 hours
Broken exterior door or inoperable or missing exterior door locks	48 hours if the premises is otherwise secured from the elements and unwanted entry; otherwise 24 hours

Broken window with missing glass	48 hours if the premises is otherwise secured from the elements and unwanted entry; otherwise 24 hours
Inoperable refrigerator or cooking range or stove	48 hours
Inoperable electric fixture	72 hours
Inoperable exterior lighting	96 hours
Inoperable required fire sprinkler system (if smoke detectors are installed and operable)	96 hours

The tenant shall grant the property owner reasonable access as required under section [4-7-13](#) of this chapter to perform the repairs required in this section. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-16: TENANT REPAIR AND DEDUCT:

If the property owner fails to begin making the repairs required by section [4-7-15](#) of this chapter within the specified times, and the tenant is current on all rent and other payments to the property owner, the tenant may cause the repairs to be made subject to the following provisions:

- A. **Critical Repairs:** If the repairs involve an inoperable toilet; lack of heat or air conditioning during a period for which heat or air conditioning is required; broken or leaking water pipes posing an immediate threat to life, safety, or health; a complete lack of running water; or disconnected gas, electric, or water service for which the property owner is required to provide, the tenant may, upon the expiration of the notice period specified in section [4-7-15](#) of this chapter, cause the necessary repairs to be made.
1. In making such repairs, the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.
 2. If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two bids for the work, and, if bids are obtained, shall contract for the work to be done by the lowest bidder.
- B. **Noncritical Repairs:** If the required repairs are not critical repairs subject to the provisions of subsection A of this section, the tenant, after the expiration of the notice time required by section [4-7-15](#) of this chapter, shall give the property owner or property owner's agent identified in section [4-7-7](#) of this chapter a second written notice of intent to repair and deduct. This second notice shall be either delivered and served personally upon the property owner or agent or sent by both certified and regular mail.
1. The second notice shall state the nature of the problem, the date the tenant sent the first notice required by section [4-7-15](#) of this chapter, and the intention of the tenant to cause the repairs to be done and to deduct the cost from the rent if the property owner does not make the repairs.
 2. The property owner shall begin making the required repairs within forty eight (48) hours after the hand delivery of the second notice, or by the end of the second calendar day after the date of mailing of the second notice, and complete the repairs with reasonable diligence.
 3. If the property owner has not begun the required repairs within the time specified in subsection B2 of this section, the tenant may cause the repairs to be made.

4. In making such repairs, the tenant must use a licensed contractor when a licensed contractor is required by applicable building or housing codes.
 5. If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two (2) bids for the work, and, if bids are obtained, shall contract for the work with the low bidder.
 6. If a licensed contractor is not required for the work, the tenant may do the work on his or her own, or contract for the work to be done at a reasonable cost.
- C. **Deductible Amount:** For any repairs made pursuant to this section, the tenant may deduct from future rent the actual and reasonable cost of the repairs performed up to a maximum deduction of four hundred dollars (\$400.00) per repair; provided, however, the tenant shall furnish all original paid receipts to the property owner. The maximum deduction for any one month shall not exceed four hundred dollars (\$400.00), regardless of the number or cost of repairs.
- D. **Nontermination:** The property owner may not terminate the tenant's tenancy for the tenant's deduction of rent for repairs made pursuant to this section, nor may the property owner terminate the tenancy until the tenant's costs for repairs made under this section (not to exceed \$400.00 per repair) have been offset by deducted rent or reimbursed to the tenant.
- E. **Tenant Caused Damages:** The repair and deduct provisions of this section shall not be applicable to any damages caused or repairs necessitated by actions of the tenant or the tenant's invited guests or other occupants of the dwelling unit. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-17: RETALIATORY CONDUCT PROHIBITED:

- A. Except as provided in this section and section 57-22-4, Utah Code Annotated, a property owner may not terminate a rental agreement or bring or threaten to bring an eviction action because the tenant has in good faith:
1. Complained of code violations at the premises to a government agency, elected representative, or public official charged with responsibility for enforcement of a building, housing, health, or similar code;
 2. Complained of a building, housing, health, or similar code violation or an illegal property owner practice to a community organization or the news media;
 3. Sought the assistance of a community organization or the news media to remedy code violation or illegal property owner practice;
 4. Requested that the property owner make repairs to the premises as required by this chapter, a building or health code, other regulation, or the residential rental agreement;
 5. Become a member of a tenant's union or similar organization;
 6. Testified in any court or administrative proceeding concerning the condition of the premises; or
 7. Exercised any right or remedy provided by law.

B. If the property owner violates any provision of this section, the tenant may recover the greater of one month's rent or actual damages, and reasonable attorney fees incurred. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-18: NOTICE:

Notices required under this chapter may be served:

- A. By delivering a copy to the tenant or property owner personally or by leaving a copy of the notice with a person of suitable age and discretion;
- B. By sending a copy through registered or certified mail addressed to the tenant at his place of residence or addressed to the property owner at the owner's address listed on the rental agreement or on file with the city business license officer;
- C. If a person of suitable age or discretion cannot be found at the rental dwelling unit of the tenant, then by affixing a copy in a conspicuous place on the rental dwelling unit; or
- D. As otherwise provided by Utah law. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)

4-7-19: PENALTY:

In addition to any other penalties and remedies set forth in this chapter, each violation of any provision of this chapter shall be subject to enforcement under title 1, chapter 12, "Administrative Code Enforcement Hearing Program", of this code and shall be a class B misdemeanor. Each day that a violation continues shall be a separate offense. (Ord. 2005-12-002, 12-1-2005, eff. 3-1-2006)