

SUMMARY OF THE LOGAN CITY TENANT/LANDLORD RESPONSIBILITIES ORDINANCE

PART I. INTRODUCTION

This pamphlet contains only a general summary of the Logan City Tenant/Landlord Responsibilities ordinance and does not include all details or provisions of the ordinance. This summary is for informational purposes only. It does not modify the provisions of any applicable ordinance and does not constitute legal advice, interpretations, or counsel. Please consult your attorney for legal advice.

The Logan City Tenant/Landlord Responsibilities ordinance applies to property owners, managers, or tenants of rental housing in Logan City. The ordinance covers both private and publicly subsidized housing and clarifies the legal rights and responsibilities of tenants and property owners. It applies to written or oral rental agreement in effect after September 1, 1998.

FAILURE TO DELIVER POSSESSION

If a promised rental unit is not available on the agreed upon date, the tenant does not owe rent until the unit is available. The tenant may cancel the lease by written notice and recover all prepaid rent and security deposits.

INFORMATION THE PROPERTY OWNER MUST PROVIDE

Whenever a property owner and tenant agree to rent a unit, the tenant must be provided with the following:

- The name, address, and telephone number of the owner or manager of the building. If there is more than one unit rented in the building without a written lease, the property owner shall post this information in a conspicuous place in the building.
- A copy of any written lease or rental agreement, including rules and regulations, an inventory of the condition of the premises, a list of all appliances and furnishings, this summary of Chapter 15-25 of the Logan City Code, "Tenant/Landlord Responsibilities", and a copy of state law regarding rental deposits.
- Notice of any uncorrected building or health code violations and any pending utility shut-offs.

TENANT RESPONSIBILITIES

A tenant must comply with the terms of the rental agreement and parts of the building, housing, and health codes that apply to tenants. For example, a tenant must:

- Be current on rent and comply with any rental agreement or lease.
- Dispose of garbage properly and maintain the premises in a clean and safe condition.
- Not destroy or damage the property.
- When moving out, restore the premises to their initial condition, except for reasonable wear and tear or conditions caused by the property owner.

PROPERTY OWNER RESPONSIBILITIES

A property owner must also comply with the rental agreement. In addition, the property owner must maintain the building in compliance with applicable City building, health and safety codes. For example, the property owner must:

- Keep the building fit and habitable.
- Keep stairways, porches, floors, walls, ceilings, roofs, doors, and windows in good repair.
- Keep plumbing, electrical, and heating systems operating properly.
- Provide a mailbox, garbage receptacles, and garbage removal services.

PART II. TENANT RIGHTS IF PROPERTY OWNER DOES NOT FULFILL RESPONSIBILITIES

REPAIR OF SPECIFIED FAILURES

If something is wrong with the property, the tenant must notify the property owner or property owner's agent, in writing, of the problem. The property owner then has a specified period of time in which to begin making the repairs. Lists of "critical" and "non-critical" repairs are provided below and include the specific period of time in which the property owner must begin making the repairs. The property owner must then complete the repairs with reasonable diligence.

TENANT REPAIR AND DEDUCT

A. Critical Repairs.

The repairs listed below are considered "critical repairs" and if the property owner fails to begin making the repairs within the period of time listed, the tenant may have the necessary repairs made, give the property owner the paid receipts, and deduct the cost of the repairs from the next month's rent. The tenant may deduct only up to \$400.00 per repair, but the cost for a repair may not exceed the normal and reasonable price for the work.

Repairs to Begin Within 24 Hours:

- Inoperable Toilet.
- Non-functioning heating (during a period when heat is reasonably necessary) or electrical system.
- Broken or leaking water pipes causing an imminent threat to life safety, or health.
- Disconnection of electrical, water, or natural gas service caused by the property owner.

Repairs to Begin Within 72 Hours:

- Other broken or leaking pipes.

B. Non-Critical Repairs.

The repairs listed below are considered "non-critical repairs" and the tenant cannot act until the property owner fails to begin making the repairs within the specific period of time listed. Once the time has lapsed and the property owner has not begun making the repairs, however, the tenant shall notify the property owner or property owner's agent, in writing or personally, by a second notice of intent to exercise the "tenant repair and deduct" provision.

The property owner shall begin making the required repairs within 48 hours after receiving the second notice. If the second notice is mailed, the property owner has until the end of the second calendar day after the date of mailing to begin making repairs. The property owner must complete the repairs with reasonable diligence.

If the property owner fails to begin making the repairs within the period of time outlined above, the tenant may have the necessary repairs made, give the property owner the paid receipts, and deduct the cost of the repairs from the next month's rent. The tenant may deduct up to \$400.00 per repair, but the cost for the repair may not exceed the normal price for such work.

Repairs to begin Within 24 Hours:

- Broken exterior door or inoperable or missing exterior door lock.
- Broken stair or balustrade.
- Inoperable or missing smoke detector, if required by code.
- Inoperable required fire sprinkler system (if smoke detectors are not present or operating).

Repairs to Begin Within 72 Hours:

- Inoperable electrical fixture.

Repairs to Begin Within 96 Hours:

- Broken window with glass missing.
- Inoperable exterior lighting.
- Inoperable required fire sprinkler system (if smoke detectors are installed and operable).

C. MAXIMUM DEDUCTIONS.

The tenant may deduct up to \$400.00 of the cost of each repair. The maximum deduction that can be made in any one month is \$400.00.

D. ONLY LISTED REPAIRS QUALIFY FOR THE REPAIR AND DEDUCT PROVISION OF THE ORDINANCE.

E. REPAIR AND DEDUCT IS NOT THE SAME AS WITHHOLDING PAYMENT OF RENT TO THE PROPERTY OWNER.

The ordinance does not give the tenant the right to withhold a rent payment to the property owner, even if there is a problem in the unit that the property owner is aware of and has not fixed. Deducting the cost of repairs from a rent payment may be done only after the tenant has made and paid for the repairs. Please contact Utah Legal Services or your attorney for advice about rent withholding.

F. TENANT CAUSED DAMAGES.

A tenant may not use the “tenant repair and deduct” provision for any conditions, failures, or damages caused by the tenant, other occupants of the unit, or guests of the tenant.

PART III. OTHER RIGHTS AND RESPONSIBILITIES

RETALIATORY CONDUCT PROHIBITED

A property owner may not terminate a rental agreement or bring or threaten to bring an eviction action because the tenant in good faith:

- Reported code violations to public officials, a governmental agency, the news media, or a community organization.
- Requested repairs.
- Joined a tenant’s union or similar organization.
- Testified in any court or administrative proceeding concerning the condition of the premises.
- Exercised any right or remedy provided by law.
- Utilized the “tenant repair and deduct” provision of the ordinance.

ACCESS/REASONABLE ENTRY

A property owner may enter the rental unit to make repairs or show the unit to buyers, tenants, or work people. However, the property owner must give the tenant 24 hours notice before entering the premises, except in the case of an emergency or when otherwise agreed to by tenant. The property owner may enter the premises only between the hours of 8:00 a.m. and 10:00 p.m., except in the case of an emergency.

PROPERTY OWNER AND TENANT REMEDIES FOR ABUSE OF ACCESS

If the tenant refuses to allow lawful access to the premises, the property owner may cancel the lease and sue for eviction, and/or sue for damages. If the property owner enters the premises illegally or harasses the tenant by repeatedly and unreasonably demanding entry into the premises, the tenant may cancel the lease and move out, and/or sue for damages.

OTHER AGREEMENTS

The property owner and tenant may have a written agreement specifying a procedure for notifying the property owner of needed repairs and providing for repair and rent deduction by the tenant. The property owner may shift any duties to the tenant by clear and specific written agreement.

MEDIATION SERVICES

Mediation is a process that helps people settle disputes as an alternative to going to court. It involves neutral third parties called mediators, who can help in reaching an agreement. Mediators do not judge or act as attorneys. When a dispute arises between a property owner and tenant, they may choose to use the services of a mediator to help improve communications and resolve misunderstandings. Mediation is one of many ways of settling disputes and may or may not be helpful in your situation. The resources listed below may be able to assist you by providing more information about landlord-tenant relations and settling disputes, including the use of mediation.

PART IV. RESOURCES AVAILABLE

APARTMENT OWNERS & MANAGERS ASSOCIATION:

- Wes Johnson, Jr. – 750-5563
- Shi Dean – 753-2629
- Jack Nixon – 752-5000

h:Legal/ Landlord Tenant Responsibilities

RESIDENTIAL RENTERS' DEPOSITS

57-17-1. Return or explanation of retainage upon termination of tenancy.

Owners or designated agents requiring deposits however denominated from renters leasing or renting residential dwelling units shall either return those deposits at the termination of the tenancy or provide the renter with written notice explaining why any deposit refundable under the terms of the lease or rental agreement is being retained.

57-17-2. Non-refundable deposit - Written notice required.

If there is a written agreement and if any part of the deposit is to be made non-refundable, it must be so stated in writing to the renter at the time the deposit is taken by the owner or designated agent.

57-17-3. Deductions from deposit - Written itemization - Time for return.

Upon termination of the tenancy, property or money held as a deposit may be applied, at the owner's or designated agent's option, to the payment of accrued rent, damages to the premises beyond reasonable wear and tear, other costs provided for in the contract and cleaning of the unit. The balance of any deposit and prepaid rent, if any, and a written itemization of any deductions from the deposit, and reasons therefor, shall be delivered or mailed to the renter within 30 days after termination of the tenancy or within 15 days after receipt of the renter's new mailing address, whichever is later. The renter shall notify the owner or designated agent of the location where payment and notice may be made or mailed. If there is damage to the rented premises, this period shall be extended to 30 days.

57-17-4. Holder of owner's or designated agent's interest bound by provisions.

The holder of the owner's or designated agent's interest in the premises at the time of termination of the tenancy shall be bound by the provisions of this act.

57-17-5. Failure to give renter required notice - Recovery of deposit, penalty and costs.

If the owner of a residential unit or his agent in bad faith fails within 30 days after termination of the tenancy or within 15 days after receipt of the renter's new mailing address, whichever is later, to provide the renter the notice required in Section 57-17-3, the renter may recover the full deposit, a civil penalty of \$100, and court costs. Receipt of new address must occur within 30 days of termination of tenancy.

ORDINANCE NO. 98-42

AN ORDINANCE ADDING CHAPTER 15.25 TO THE LOGAN CITY MUNICIPAL CODE

WHEREAS, Logan Municipal Council finds that housing within Logan should be safe and fit for human occupancy; and

WHEREAS, deficiencies in safe and fit housing are found in rental units; and

WHEREAS, the responsibility for safe and fit housing should be upon landlords and tenants; and

WHEREAS, landlords and tenants should have the ability to correct any deficiencies in safe and fit housing.

NOW, THEREFORE, be it ordained by the Logan Municipal Council as follows:

CHAPTER 15.25 **TENANT/LANDLORD RESPONSIBILITIES ORDINANCE**

Sections:

- 15.25.010 Short Title
- 15.25.020 Exclusions From Application of Chapter
- 15.25.030 Identification of Owner and Agents
- 15.25.040 Property Owner to Deliver Possession of Dwelling Unit
- 15.25.050 Property Owner to Maintain the Premises and Each Dwelling Unit
- 15.25.060 Tenant to Maintain Dwelling Unit
- 15.25.070 Rules and Regulations
- 15.25.080 Access
- 15.25.090 Property Owner and Tenant Remedies for Abuse of Access
- 15.25.100 Failure to Deliver Possession
- 15.25.110 Repair of Specified Failures
- 15.25.120 Tenant Repair and Deduct
- 15.25.130 Retaliatory Conduct Prohibited

15.25.010. SHORT TITLE.

This Chapter shall be known as the "Logan City Fit Premises" ordinance. This Chapter shall also be known as Chapter 15, Title 25 of the Logan City Code. It may be cited and pleaded under either designation.

15.25.020. EXCLUSIONS FROM APPLICATION OF CHAPTER.

The following arrangements are not governed by this Chapter:

- (A) Residence at a detention, medical, geriatric, educational, counseling, or religious institution;
- (B) Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
- (C) Occupancy by a member of a 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, UCA), except that single room occupancy units ("SRO") shall be governed by this Chapter. SRO means an existing housing unit with one combined sleeping and living room of at least 70 square feet, but of not more than 220 square feet, where the usual tenancy or occupancy of the same unit by the same person or persons is for a period of longer than one week. Such units may include a kitchen and a private bath; and

- (E) Occupancy by an owner of a condominium unit.

15.25.030. 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 Cache County.
- (B) A person who 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, owner, 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 with the name, address, and telephone number of the owner or manager and local agent as required by subsection (A) of this Section.

15.25.040. 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 summary of this ordinance and the state law dealing with residential renter's deposits (U.C.A. §57-17-1 et seq.). The City shall prepare and make available a written summary of this ordinance and the state law that fairly sets forth its material provisions.
 - (2) An inventory of the condition of the premises and all appliances and furnishings.
 - (3) A copy of the lease or rental agreement and rules and regulations, if written.
 - (4) 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.
- (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 defines how the repairs will be paid.
- (C) A property owner may allocate any duties to the tenant by explicit written agreement. Such agreement must be clear and specific and boxed, in bold type, or underlined. 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.

15.25.050. PROPERTY OWNER TO MAINTAIN THE PREMISES AND EACH DWELLING UNIT.

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 in safe condition;
- (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 Logan City fire department;
- (G) Provide operable sinks, toilets, tubs, and/or showers;
- (H) Provide heating facilities as required by code;
- (I) Provide running water;
- (J) In common areas provide adequate hall and stairway lighting;
- (K) Maintain floors, walls, and ceilings in good condition;
- (L) Supply window screens where required;

- (M) Maintain the foundation, masonry, chimneys, water heater, and furnace in good working condition;
- (N) Prevent the accumulation of stagnant water;
- (O) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied by the property owner as required by applicable codes;
- (P) 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;
- (Q) Assist tenant in maintaining premises free of insects and rodents, and assist tenant with pest control measures when necessary;
- (R) Not unreasonably interrupt or disconnect utility service;
- (S) Provide standard functioning lockset to exterior doors and furnish keys to tenants as required by applicable codes. Additional security may be provided by tenant with owner's written consent;
- (T) Maintain the dwelling unit in a reasonably insulated and weather tight condition as required by the applicable codes;
- (U) Provide for and protect each tenant's peaceful enjoyment of the premises;
- (V) Insure that repairs, decorations, alterations, or improvements or exhibiting the dwelling unit shall not unreasonably interfere with the tenant's right to quiet enjoyment of the premises;
- (W) Provide a mailbox;
- (X) Provide separate meters for each tenant for gas and electricity or include charges for utility services in the rent; and
- (Y) Provide appropriate garbage receptacles for timely removal as provided by the City.

15.25.060. TENANT TO MAINTAIN DWELLING UNIT.

A tenant shall:

- (A) Comply with all appropriate requirements of the rental agreement and applicable provisions of building, housing, and health codes;
- (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) Maintain all plumbing fixtures in as sanitary a condition as the fixtures permit and avoid obstructing sinks, toilets, tubs, showers, and other plumbing drains;
- (E) Use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
- (F) Not destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;
- (G) Promptly inform the property owner or his agent of any defective conditions or problems at the premises;
- (H) Not interfere with the peaceful enjoyment of the residential rental unit of another renter or adjacent property owner;
- (I) Upon vacating, restore the premises to their initial condition except for reasonable wear and tear or conditions deemed the responsibility of the property owner;
- (J) Be current on all payments required by the rental agreement and this Chapter;
- (K) Not increase the number of occupants above that specified in the rental agreement without written permission of the owners;
- (L) Not modify or paint the premises without the express written permission of the property owner/agent;
- (M) 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; and
- (N) Not require the owner to correct or remedy any condition caused by the renter, the renter's family, or the renter's guests or invitees by inappropriate use of the property during the rental term or any extension of it.

15.25.070. 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, state law, or City ordinance; and are provided to the tenant 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 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.

15.25.080. 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 to exhibit the dwelling unit to prospective purchasers, tenants, or work people.
- (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 24 hours notice of plans to enter, and may enter only between 8 a.m. and 8 p.m. unless otherwise agreed to by tenant.
- (D) A property owner has no other right of access except:
 - (1) Pursuant to court order;
 - (2) To make repairs requested by the tenant pursuant to Sections 15.25.110 and 15.25.120; or
 - (3) If the tenant has abandoned the premises as defined in Section 78-36-12(3), UCA, or any successor provision.

15.25.090. 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's fees.
- (B) If the property owner makes an unlawful entry or makes repeated unreasonable 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 actual damages and reasonable attorney's fees.

15.25.100. FAILURE TO DELIVER POSSESSION.

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. Alternatively, the tenant may terminate the rental agreement by written notice of the property owner and recover all prepaid rent and security deposits.

15.25.110. 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 appropriate written notice of the failure delivered to the person identified in Section 15.25.030(A)(2) and complete the repairs with reasonable diligence.

- (A) Inoperable toilet - 24 hours
- (B) Tub, shower, or kitchen and bathroom sink with inoperable drain or no hot or cold water - 48 hours
- (C) Inoperable refrigerator or cooking range or stove - 48 hours
- (D) Nonfunctioning heating (during a period where heat is reasonably necessary) or electrical system - 24 hours
- (E) Inoperable electric fixture - 72 hours
- (F) Broken exterior door or inoperable or missing exterior door lock - 48 hours
- (G) Broken window with missing glass - 96 hours
- (H) Inoperable exterior lighting - 96 hours
- (I) Broken stair or balustrade - 24 hours
- (J) Inoperable or missing smoke detector required by code - 24 hours

- (K) Inoperable required fire sprinkler system (if smoke detectors are not present or operating) - 24 hours
- (L) Inoperable required fire sprinkler system (if smoke detectors are installed and operable) - 96 hours
- (M) Broken or leaking water pipes causing an imminent threat to life, safety, or health - 24 hours
- (N) Other broken or leaking water pipes - 72 hours
- (O) Disconnection of electrical, water, or natural gas service caused by property owner - 24 hours
The tenant shall grant the property owner reasonable access to perform the repairs required in this Section.

15.25.120. TENANT REPAIR AND DEDUCT.

If the property owner fails to take reasonable steps to begin making the repairs required by Section 15.25.110 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) 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.
- (B) Critical Repairs. If the repairs involve an inoperable toilet; lack of heat during a period for which heat 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, the tenant may, upon the expiration of the notice period specified in Section 15.25.110, 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 contract for the work to be done by the lowest bidder.
- (C) Noncritical Repairs. If the required repairs are not critical repairs subject to the provisions of subsection (B) of this Section, the tenant, after expiration of the notice time required by Section 15.25.110, shall give the property owner or property owner's agent identified in Section 15.25.030 (A)(2) 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 15.25.110, 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 48 hours (excluding holidays and weekends) 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 (C)(2) of this Section, the tenant may cause the repairs to be made.
 - (4) In making such repairs, the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes for the work. The tenant shall obtain two written bids for the work, and shall contract for the work at the low bidder.
 - (5) If a licensed contractor 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.
- (D) 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 \$400 per repair; provided, however, the tenant shall furnish all original bids and paid receipts to the property owner. The maximum deduction for any one month shall not exceed \$400, regardless of the number or cost of repairs.
- (E) 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 per repair) have been offset by deducted rent.

15.25.130. RETALIATORY CONDUCT PROHIBITED.

- (A) Except as provided in this Section and Section 57-22-4, UCA, 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 or tenant violates any provision of this Section, the property owner or tenant may recover the greater of \$100.00 or actual damages, and reasonable attorney's fees.

PASSED BY THE LOGAN MUNICIPAL COUNCIL, STATE OF UTAH THIS 1st DAY OF July, 1998. Effective as of September 1, 1998.

Karen S Borg
Karen Borg, Council Chairperson

ATTEST: Lois Price
Lois Price, City Recorder

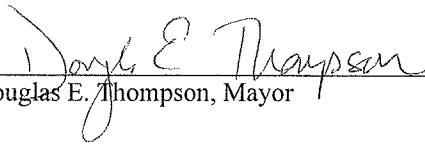
PRESENTATION TO MAYOR

The foregoing ordinance was presented by the Logan Municipal Council to the Mayor for his approval or disapproval on the 8th day of July, 1998.

Karen S Borg
Karen Borg, Council Chairperson

MAYOR'S APPROVAL OR DISAPPROVAL

The foregoing ordinance is hereby APPROVED this 8th day of
JULY, 1998.



Douglas E. Thompson, Mayor

FPA.final