



Good Landlord Program Rental Management Agreement

The undersigned owner or manager, (“Landlord”), desires to participate in the City of West Jordan’s (“City”) Good Landlord Program (“Program”) established pursuant to Title 4, Chapter 2, Article R of the West Jordan City Code (“Code”). This Rental Management Agreement (“Agreement”) is entered into on _____ by and between Landlord and City.

Landlord is the owner or manager of one or more rental dwellings located in the City of West Jordan, Utah (“Property”) and identified more specifically in this Agreement.

Landlord and City acknowledge that Landlord is eligible to receive a disproportionate rental fee reduction authorized under Section 4-2R-1 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 Title 4, Chapter 2, Article R of the Code.
2. Landlord agrees that 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 four 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 West Jordan’s Program will receive credit toward this requirement.
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 Title 4,

Chapter 2, Article R 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. Pursuant to City Code, Landlord must provide at least one off-street parking space per rental unit at no additional charge to the tenant.

Property Management

6. Landlord agrees to provide City contact information 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 nuisances 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 or code enforcement 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.

9. Landlord is encouraged to retain documentation related to any criminal or nuisance activity by a tenant.

10. Landlord is required to comply with all tenant screening requirements of Section 4-2R-2(B) of the Code.

Building and 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 building, fire, mechanical, and plumbing codes; sanitation regulations; snow removal; weed control; and noise.

12. Landlord acknowledges that in addition to criminal disturbances, zoning violations such as 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 regulations.

Fair Housing and Nondiscrimination

14. Landlord agrees to 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.

15. Landlord agrees to maintain and operate the Property in compliance with local, state, and federal laws governing nondiscrimination and fair housing.

Tenant Communication

16. Landlord agrees to provide tenants with information which tenants may use to contact Landlord. Landlord further agrees to meet in person with tenants at least once annually. Landlord shall respond to any tenant within a reasonable time.

17. Landlord agrees to maintain records of landlord/tenant meetings and communications for at least eighteen months, and such records shall be made available for City inspection.

Enforcement

18. Landlord 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.

19. Landlord's refusal to allow the City to conduct an inspection as authorized under the Code, may allow the City 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 Good Landlord Program;
- C. After obtaining a warrant, enter a rental dwelling at issue to inspect it or to otherwise perform duties imposed by law; and
- D. Pursue any and all other remedies available to the City.

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, the Landlord agrees to inform such party of the Property's continued participation in the

Program is contingent upon the party entering into a management agreement and receiving required training.

Property

The property(s) subject to this agreement is as follows:

Property 1

Number of Units:

License Number:

Address:

Property 2

Number of Units:

License Number:

Address:

Property 3

Number of Units:

License Number:

Address:

Property 4

Number of Units:

License Number:

Address:

Property 5

Number of Units:

License Number:

Address:

(Please add additional sheets as necessary)

In witness whereof, Landlord and City have signed this Agreement on the date(s) shown below:

Landlord name (please print):

Landlord signature:

Date:

City representative name (please print):

City representative signature:

Date: