



Landlord/Tenant Information Packet



Brigham City Landlord Training



Landlords provide an important service to Brigham City. Rental units provide safe, sanitary and affordable housing for many residents in the community. The proper management of rental units is a top priority in Brigham City. In conjunction with the business license application process, the City has developed this educational packet for Landlords for the purposes of assisting Landlords in management processes and providing Landlords with valuable informational resources.

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Evictions

This section discusses the rights, responsibilities and courses of action available for both landlords and tenants regarding evictions. For additional information and resources, explore the Online Court Assistance Program located at www.utcourts.gov, which allows landlords to initiate an eviction and tenants to respond to an eviction.

To recover possession of real property, a landlord must proceed according to Title 78, Chapter 36, of the Utah Code.

An Overview of the Eviction Process:

1. First, the landlord must actually end the tenancy, by delivering to the tenant a "Notice to Quit." This notice must be given before filing an eviction case. Any defects in the notice may cause dismissal of the case, requiring the landlord to begin the process again. The type of "Notice to Quit" and how much notice (time) is required is determined by the tenant's status (i.e., a tenant at will or a tenant under lease). Regardless of the type of tenancy, though, the law requires the use of a summary process action to evict. However, the requirements for a "Notice to Quit" can vary widely depending upon how the person came to reside or remain at the property.
2. After the "Notice to Quit" time has expired, the landlord then completes the Summons and Complaint for "Unlawful Detainer" (eviction). The Complaint is filed in the district court (court of general jurisdiction for Utah). The Summons and Complaint must be served on the tenant by a constable, deputy sheriff, or a person over the age of 18 years who is not a party to the action.
3. After being served with the Summons and Complaint, the tenant must file with the court an "Answer" within the time listed in the Summons. The Answer allows the tenant to explain to the court and the landlord why he or she should not be evicted, defenses against the court action, and any claims against the landlord. If the Answer is not filed on time, the landlord may ask for a default judgment and "Order of Restitution" against the tenant. The "Order of Restitution" directs the sheriff or constable to forcefully evict the tenant. If the tenant files a timely Answer, the case will proceed as a civil case under the Utah Rules of Civil Procedure (discovery, trial, etc.)
4. After the complaint has been filed, the landlord may move the case along more quickly by filing with the court an "Owner's Possession Bond," and serving notice upon the tenant. This is usually done when the tenant has answered the Complaint, eliminating the possibility of a default judgment. The Owner's Possession Bond must be approved by the court in an amount equal to the probable amount of costs of suit and actual damages to the tenant if the eviction action was brought improperly.

Tenant Eviction:

The eviction process in Utah is a four-step process.

1. The landlord must serve an eviction notice.
2. If the notice is not obeyed, the landlord must file a court action, which allows the tenant to present defenses in court.
3. If the judge rules for the landlord, the judge will enter an order for the tenant's eviction by a sheriff.
4. A landlord must follow the law closely in order to evict a tenant. A notice must say exactly the right thing, and must be served on the tenant in the right way. If the landlord makes a mistake, a tenant may be able to get the case dismissed.

What are the different types of eviction notices?

A notice of eviction indicates that the tenant-landlord relationship has been terminated. Four types of notice are described by Utah law:

1. **Three Day Alternative Notice:** This notice must be used if the tenant owes rent, and the landlord requests eviction so that new tenants may occupy the space. The notice indicates that the tenant must pay the rent or leave within three days. If the tenant offers the rent within three days, the landlord must accept it and the eviction process ends. However, if the tenant does not pay the rent within three days and refuses to move out, the landlord may continue with the eviction.
2. **Three Day Nuisance Notice:** This should be used if the tenant has been disturbing his or her neighbors, damaging property, or violating building and health codes. The tenant will have three days to move out before the landlord can continue with the eviction process.
3. **Fifteen Day Notice:** This type of notice does not require a formal reason, and may be used if the landlord simply wants the tenant to vacate the space at the end of a lease term. This notice must be given a minimum of fifteen days before the end of the rental period. If, by that time, the tenant has not moved out, the landlord may continue with the eviction process.
4. **Notice to Comply or Quit:** This notice should be used if the tenant has violated the rental agreement. The landlord must give the tenant a choice of either complying with the agreement, or moving out within five days. If the tenant does neither, the eviction process may be continued.

You may complete the documents required to initiate an eviction by using the Online Court Assistance Program, which can be found at www.utcourts.gov.

Frequently Asked Questions for Landlords

What are my rights as a landlord?

As a landlord, you should receive full payment of the rent on time, so long as rental property is in good condition.

- Tenants should let you know when they are leaving town for an extended period of time.
- Tenants should request repairs in a timely manner and in writing.
- Tenants must abide by all terms of the signed lease.
- Tenants must provide 15 days written notice before moving, unless the lease specifies another notice period.

What are my responsibilities as a landlord?

- Comply with all health and building codes that apply to the rental property.
- Make all legal disclosures to the Tenant, such as existence of lead-based paint.
- Make requested repairs promptly.
- Maintain peace and quiet. Ensure that tenants can live on the property in peace, without unreasonable disturbances from you or other tenants.
- Give fifteen days written notice of any changes in a month-to-month agreement, such as rent increases.
- Abide by the lease agreement.
- If an eviction is necessary, follow the legal eviction process.

When must I return a deposit and when may I keep it?

Under Utah law, a landlord must return a tenant's deposit within thirty days after the tenancy ends, or within fifteen days after the landlord's receipt of the tenant's new address, whichever is later. If you keep a tenant's deposit, you must detail all your expenses allowed by law or under the lease, deduct them from the deposit, and then refund the difference to the tenant. Landlords may keep a deposit to compensate for unpaid rent, damages beyond reasonable wear and tear, cleaning, and other costs provided for in the rental contract.

For what repairs am I responsible?

Landlords are generally responsible for maintaining common areas such as hallways or grounds. They should also handle repairs for all large maintenance or structural problems, such as old plumbing systems. Additionally, if an item needed repair before a tenant moved in, the landlord is responsible for fixing it, unless the tenant accepts the premises with the problems.

Landlord responsibilities are defined in more detail in local ordinances and codes available from your local government. Many ordinances specify time periods within which certain repairs must be made. The ordinances may also allow tenants to pay for repairs themselves, and deduct that cost from the rent. This can only be done after written notice is given to the landlord, asking for the repairs, and a specified amount of time passes without the repairs being made.

Should I accept partial rent payments or payments after notice is served?

Normally, you can accept partial rent payments if you wish, and then serve a nonpayment notice for the rest of the rent, or agree with the tenant as to when the remaining rent will be paid. Be cautious, however, about accepting partial payments after you serve a nonpayment notice. You must, of course, accept payment of the full amount due, but if you accept a partial amount of rent, you should then serve a new eviction notice before proceeding with an eviction.

Does renting a property change my rights to access that property?

After a landlord rents a property, he or she gives up the right to enter the property at any time. A landlord should give a tenant at least 24 hours written notice in order to enter the property for any non-emergency reason. If possible, a landlord should talk to the tenant, agree on a time, and put that time in writing.

What constitutes abandonment of a rental property?

A landlord can assume abandonment if:

- the tenant is gone, the landlord does not know where the tenant is, the tenant has left behind furniture and other belongings, and the rent is unpaid for 15 days; or
- the landlord does not know where the tenant is, rent is unpaid, and the tenant's property is gone.

The landlord must hold any property left by the tenant for 30 days and make reasonable efforts to find the tenant. If the property remains unclaimed after 30 days, the landlord may sell the items and use the money to pay for overdue rent.

Frequently Asked Questions for Tenants

How Do I Respond to an Eviction?

If your landlord tries to evict you for a good reason, the fact that you have a baby, are pregnant, just lost your job, or have nowhere to go will not prevent a judge from evicting you. Also, if you stay after receiving an eviction notice, you could be liable for three times the daily rent for the days you stay there after the notice expires. Here are some general tips:

- An eviction begins with the service of a summons and complaint. The summons notifies tenants that they are being sued and that, to protect their rights, they should "answer" (reply) within a specified period. The complaint explains the lawsuit and tells the landlord's side of the story.
- You may wish to contact a lawyer in order to answer the summons. If you do not answer the summons, you will lose the right to explain your version of events, and a judge may issue a default judgment in favor of the landlord.
- If you must prepare the answer yourself, respond paragraph by paragraph to each statement in the complaint, saying whether or not you agree with it. Next, make two copies of your answer. Give the original to the court at the address listed at the top of the complaint, send a copy to the landlord or the landlord's attorney, and keep a copy for yourself.

What are my rights as a tenant?

- A safe and sanitary home. You have the right to call a health or housing inspector if you think there is a code violation in the property you are renting.
- Privacy, peace, and quiet. A landlord can enter the premises at reasonable times for repairs and inspections, but should notify you first. You have the right to tell a landlord what time is reasonable for you.
- Written receipts for rent or deposits.
- Notice of changes in lease terms. You are entitled to fifteen days notice of any change in your rental agreement.
- Repairs made within a reasonable amount of time after you request them in writing.
- Remain in residence until proper procedure is taken. You have the right to remain in the property you rent until you are legally evicted by a court order. Landlords do not have the right to lock you out of the property.

What are my responsibilities as a tenant?

- Pay your rent on time. As a tenant, you are responsible to pay your full rent on time.
- Take care of property. You must take reasonable care of the property you are renting. When you move, the property must be left in the same condition that you received it, less normal wear and tear.
- Notify the landlord when you are going to be away. Let your landlord know when you are going to be out of town or away from home for an extended period of time.
- Inform your landlord of needed repairs, in writing.
- Keep noise levels down. Be considerate of other renters and neighbors by keeping the noise level down in your home.
- Abide by the lease agreement. Read and discuss your lease with the landlord before you sign it, because you must abide by all its provisions.
- Give notice before moving. Unless otherwise specified in your lease, give 15 days written notice before moving.

How do I break my lease?

There is never a completely safe way to break a lease. If you feel you have a good reason to break your lease, such as the conditions in your apartment being bad, you still take a risk when you move out before your lease has expired. If your landlord sues you for rent or damages after you leave, a judge will determine whether you had a sufficient reason to break your lease. To protect yourself if you do break the lease, give the landlord as much notice as possible that you are moving. Your landlord has a duty to try to re-rent the apartment. After you move, watch the paper for ads, and keep an eye on the property you vacated. After someone else moves in, you are no longer responsible for the rent because your landlord cannot collect rent twice for the same property. The landlord can collect the difference between the old rent and the new rent, under certain conditions.

I received an "Owner's Possession Bond." What are my options?

An "Owner's Possession Bond" is served after the tenant has answered the complaint. If you have received this bond, your available options are:

- If you pay all accrued rent and costs within three days after being served with the notice, then you may have the complaint dismissed. This option is available only if the eviction action is based solely upon non-payment of rent or utilities.
- You may remain in possession of the property, if you file with the court a "Counter Bond," within three days of being served with the notice of Owner's Possession Bond. The tenant's Counter Bond is approved and filed in the same manner that the landlord obtained the Possession Bond.
- Upon written demand, you will be granted a hearing to be held within three days after you are served with the notice of the Owner's Possession Bond. At this hearing, the court will determine if you should remain at the property until further resolution of case issues.
- If you demand and receive a hearing and the judge finds that all issues between the landlord and you can be resolved without further court proceedings, a judgment will be entered at that time. If judgment is not entered and the judge allows you to remain in possession of the property until further issues are resolved, the judge must require you to post a bond in the same manner required for the tenant's Counter Bond.
- If you do not comply with any of the three remedies, the landlord may ask the court for an "Order of Restitution," which will direct the sheriff or constable to forcefully evict you. This Order of Restitution is issued and served before entry of a judgment.

The time within which either party must appeal a judgment in an eviction case is ten days, with the exception of a nuisance case, for which the time limit is three days.

What if my landlord does not return my deposit?

If your landlord does not return your deposit, he or she may be subject to a \$100 civil fine and court expenses. You may also sue your landlord in small claims court for an amount less than \$7,500.

For what repairs am I responsible?

Generally, tenants are responsible for repairing the rented premises as well as for items that may have been damaged through careless action. For example, if a tenant fails to clean out a sink and it clogs, the tenant will be responsible for repairs.

Are special considerations given for tenants in mobile homes?



If tenants are renting the mobile home itself, the same rules apply as if an apartment was being rented. While many of the general landlord and tenant rules also apply to owners of mobile homes who are renting space for their mobile homes, eviction procedures for owners of mobile homes are different in some ways.

Forms generated by the Online Court Assistance Program may be useful to a mobile home park, or to the owner of a mobile home, but you should first examine the law or consult with an attorney to be sure you have the correct forms.

Are special considerations given for tenants who receive subsidized housing?

Tenants who receive a government subsidy to help pay their rent, or who live in buildings operated under a federal program, have special rights that are explained in the Code of Federal Regulations. If a tenant is subsidized by the government, the forms provided by this program will probably be useful to both the tenant and the landlord. However, if you have questions about the different rules that apply, you should contact an attorney. Or tenants may wish to contact Utah Legal Services, while landlords may want to contact the Utah Apartment Association.

General Frequently Asked Questions

What are Utah's laws about discrimination in renting and leasing?

Federal and state laws prohibit discrimination in all aspects of housing, including rental, sale, and advertising. It is illegal to treat people differently on the basis of race, color, religion, sex, national origin, handicap, family status or source of income. For example, a landlord cannot refuse to rent to people who have children, or who receive welfare. For more information, contact the Industrial Commission of Utah at 801-530-6800.

Are oral agreements enforceable?

Many rental agreements, particularly those arranged on a month-to-month basis, are arranged orally. An oral agreement should address the same matters as a written lease, including utilities, rent, and deposits. The courts will generally uphold an oral agreement. However, leases for renting property for more than a year must be in writing, or the contract will not be enforced by the courts.

How can I settle my differences out of court?

Court processes can be costly and frustrating. Any judge will want to know what efforts were made to resolve tenancy problems before you went to court. To try to avoid a court process, you may want to consider one of the free or low-cost mediation services available in your area. For information on these mediation services, please refer to the Obtaining Legal Assistance page on the utcourts.gov website.

Additional Resources

Landlords/Tenants

- Utah Apartment Association. The phone number in Salt Lake City is 801-487-5619.
- Box Elder County Landlord Association. The phone number is (435) 723-9218
- Please refer to the Obtaining Legal Assistance page on the www.utcourts.gov website, which describes statewide programs offering free legal consultations.
- For assistance in finding an apartment try using RentalsUtah.com
- www.landlording.com
- www.rentalprop.com
- Reliable Screening Inc. The phone number is (801) 438-0187

Securing Good Tenants



Securing good tenants is one of the biggest challenges landlords face. The following steps can not guarantee a good tenant, but can provide information about tenants to assist landlords in the tenant selection process.

Application

Every landlord should require that prospective tenants complete an Application. An example of a standard Application is included in the packet. An example of the Release of Information Form is also included. In order for the landlord to complete the other steps listed, the Release of Information Form must be completed by the prospective tenant.

Background Checks

Criminal and Credit checks are very important in the tenant selection process. Companies such as Reliable Screening, Western Reporting and Back Track Screening are capable of processing these checks for a nominal fee provided the tenant completes a Release of Information Form.

Employment Verification

Employment verification should be requested by the landlord and provided by the prospective tenant. Employment verification should include, at a minimum:

- Proof of employment
- Amount of time on the job/with the company
- Salary

References

References should also be requested by the landlord and provided by the prospective tenant. The prospective tenant should be required to produce three references, at least one of which should be a prior landlord. The landlord should contact each reference listed.

Proper Execution of Residential Leases



The execution of a legally binding Lease is crucial for the proper management of rental units. There are various types of residential leases and a sample standard Lease is included in the packet. The landlord should go through a standard Lease and customize it to include the appropriate terms for the rental unit(s). For example, the landlord should determine whether or not pets are appropriate for the unit(s) and if so, determine what types of pets will be allowed. The landlord should develop a customized Lease Agreement suited for the size, condition and location of the rental unit(s).

The landlord should meet with the tenant and go through each of the terms of the Lease before the tenant signs. Every Lease should specifically address the following:

- a. Pets
- b. Parking
- c. Security Deposit Amount
- d. Monthly Rent Amount
- e. Amounts Received At Move-In
- f. Unit Inspection
- g. Rental Insurance
- h. Appliances
- i. Late Fees
- j. Number of Occupants
- k. Common Areas/Amenities
- l. Type of Tenancy (month-to-month, year, two-year)
- m. Any Other Terms Specific to the Unit
- n. Disclaimers or warranties required by the law
- o. Immediate eviction for any criminal activity in the unit.

* Laws regarding rental dwelling units change frequently. Leases should be reviewed annually and updated in accordance with any changes in the law.

All Leases need to be signed by the tenant in order to be valid. All attachments, amendments, addendums and/or exhibits of the Lease should be initialed by the tenant as well. A public notary should be present when the tenant signs the Lease to notarize the signature if the landlord has any doubts about the tenant's identity or ability to recall signing the agreement.

Business Licenses

Every landlord with a rental unit or units in Brigham City must comply with the Brigham City Business License Ordinances. The following are important sections from the Brigham City Code regarding Business Licenses that every landlord should know:

14.16.010. DEFINITIONS.

Agent, Local or Resident. A person who resides in the State of Utah

Dwelling, Single Family. A building arranged or designed to be occupied by one (1) family, the structure having only one (1) dwelling unit.

Dwelling, Two-Family. A building arranged or designed to be occupied by two (2) families, the structure having only two (2) dwelling units.

Dwelling, Three-Family. A building arranged or designed to be occupied by three (3) families, the structure having only three (3) dwelling units.

Dwelling, Four-Family. A building arranged or designed to be occupied by four (4) families, the structure having only four (4) dwelling units.

Dwelling, Multi-Family. A building arranged or designed to be occupied by more than four (4) families, and having more than four (4) dwelling units.

Rental Dwelling Unit. shall mean any individual dwelling unit that is rented, loaned, let or hired out to be used or occupied as a home or residence.

Owner. shall mean the person having ownership. Person includes any individual, group of individuals, partnership, corporation, association or other legal entity.

14.16.020. LICENSE REQUIRED.

It shall be unlawful for any person, firm, corporation, or association as owner, lessee, or agent thereof, to keep, conduct, operate or maintain any rental dwelling unit or mobile home park within the City, or cause or permit the same to be done, unless said person, firm, corporation, association or partnership holds a current, unrevoked business license under this Chapter. A license may be required in accordance with U.C.A. 10-8-85.5. Licenses shall be good for 365 days from the day of issuance. Said licenses are not transferrable between parties or structures and parties holding such licenses shall give notice in writing within thirty (30) working days to the Division after having transferred or otherwise disposed of the legal or equitable control of any premises licensed under these provisions. Such notice of transferred interest shall be deemed a request to cancel the business license and shall include the name(s), address(es), and phone number(s) regarding parties succeeding to the ownership or control of the premises.

14.16.030. LICENSE FEES

The license fees for an apartment house, rental dwelling unit or mobile home park shall be set by resolution of the City Council.

14.16.035. GOOD LANDLORD EXCEPTION.

Any owner, or authorized designee, of a rental dwelling unit may apply for admission into the Brigham City Good Landlord Program. If admitted into the Program, the owner shall be responsible for the license fees and receive any incentives designated in the fee resolution.

(1) Program Requirements:

- (a) Completion of application for membership and property owner information
- (b) Completion of eight (8) hours of Property Management class (must be approved by Brigham City)
- (c) Completion of four (4) hours of Property Management class every two years after completion of the initial eight (8) hour class
- (d) Execution of a written, binding contract with Brigham City regarding property management.

Landlords who renewed their business licenses for calendar year 2009 are automatically eligible for admission into the Good Landlord Program for 2009 upon completion of aforementioned applications and training within the year. Landlords who need to obtain business licenses will be allowed to pay the discounted fee upon application but shall be responsible to fulfill the obligations of the program within the same calendar year or pay the remaining license fees. Landlords who obtain new rental properties or miss admission deadlines as described herein may request a review for admissions by the Community Development Division. The

Community Development Division shall review all such requests and make a determination of admission within thirty (30) days after the review is received.

Penalties for violations of the agreement for the Good Landlord Program shall be as follows:

- (1) Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by one or more individuals:
 - (a) First Certificate of Noncompliance or Level I NOV, fines upto \$500.00
 - (b) Second Certificate of Noncompliance or Level II NOV, fines upto \$1,000.00 per license year
- (2) Penalties for Notices of Violations (NOV) and Certificates of Noncompliance for Rental Dwelling Unit(s) owned by a corporation, partnership or association:
 - (a) First Certificate of Noncompliance or Level I NOV, fines upto \$1,000.00
 - (b) Second Certificate of Noncompliance or Level II NOV, fines upto \$2,000.00 per license year.

14.02.060. INSPECTIONS FOR CODE COMPLIANCE

Prior to conducting a business at a location within the City, the applicant shall permit inspections to be made of the prospective place of business by the appropriate departments of the City to ensure compliance with building, safety, zoning and other applicable codes. Applicants are also subject to inspections by the Bear River Health Department to ensure compliance with health regulations. No license shall be granted without the approval of all such required inspections. Pending compliance with the aforesaid codes, the applicant may conduct business by obtaining a temporary permit which shall be valid for a period specified by the City, but not to exceed sixty (60) days. An applicant shall have sixty (60) days in which to comply with such codes and remedy any defects or infractions after receiving written notice thereof from the Division. Existing places of business licensed within the City shall be inspected periodically by departments of the City for compliance with building, fire and health codes. Written notice shall be given by the Division to a licensee upon the finding of any code infractions, which notice shall provide for sixty (60) days in which to correct such infractions, the failure of which shall result in the revocation of the license by the Division.

Upon a showing of good cause therefore, the Division may grant in writing, an extension of time beyond the sixty (60) day period for compliance to required standards. The Community Development Manager shall request the City Attorney to file a complaint against any applicant or any licensee who continues to conduct business beyond the time limits.

The Community Development Manager may designate any division employee as an enforcement official. Authorized officers shall be permitted to make an inspection to enforce any of the provisions of this Title or any other applicable statute or ordinance, and may enter any building or may enter upon any premises during regular business hours; or, if there are no regular business hours, the officers or their authorized representatives shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If the property owner or other responsible person refuses to allow the enforcement officers to enter and inspect the property, the officer may obtain and execute a search warrant.

No owner, occupant or any other person having charge, care or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to properly permit entry therein by the authorized officer or his representative(s) for the purpose of inspection and examination to insure compliance with this Title.

14.02.230. DENIAL, SUSPENSION, OR REVOCATION OF A LICENSE

A. Denial of a Business License

After a person has made application to the City for a business license, the application may be denied for any of the following reasons:

1. The applicant does not meet the qualifications for a licensee as provided under this Title.
2. For a new application, nonpayment of a returned check for the required license fees at the time the application is made. For a business license renewal application, nonpayment of the required license fees plus penalty three months after it is due.
3. One of the reviewing departments or divisions of the City provided for in this title has disapproved the application pursuant to any applicable provision of the City Code.
4. False or incomplete information given on the application.
5. Noncompliance with any requirement or condition set by the Planning Commission or Community Development Division, if applicable, under a conditional use permit or design review approval; by the Board of Adjustment or Community Development Division, if applicable, granting a variance or special exception; by the City Council; by the Redevelopment Agency; or by agreement.
6. Noncompliance with any City, State, or Federal statutes or any Bear River Health Department regulations governing the applicant's proposed business.
7. Any other reason expressly provided for in this Title.

B. Reasons for Suspension or Revocation

An existing business license may be suspended or revoked for any of the following reasons:

1. The licensee does not now meet the qualifications for a license as provided under this title;
2. False or incomplete information given on an application;
3. The licensee has violated or is violating any provision of this title or provision of the City Code, state or federal statutes or regulations governing the licensee's business;
4. The licensee has obtained or aided another person to obtain a license by fraud or deceit;
5. The licensee has failed to pay property taxes or sales tax;
6. The licensee has refused authorized representative of the City to make an inspection or has interfered with such representatives while in the performance of their duty in making such inspection;
7. The licensee is not complying with a requirement or condition set by the Planning Commission or Community Development Division, if applicable, under a conditional use permit or design review approval; by the Board of Adjustment or Community Development Division, if applicable, granting a variance or special exception; by the City Council; by the Redevelopment Agency; or by agreement;
8. Violation of this Title by the agents or employees of a licensee and violations of any other laws by the agents or employees committed while acting as an agent or employee of the licensee; or
9. Any other reason expressly provided for in this Title.

C. Enforcement.

1. The Division shall have the authority, without a hearing, to deny a license for the reasons provided for in this Chapter.

2. The Division shall have the authority to suspend or revoke a license without a hearing, for reasons provided in this Chapter. However, the suspension or revocation shall not take effect until the time period for appealing the decision as set forth in this Chapter below has passed.

3. The Division may, on his or her own initiative or in response to complaints from the general public or any City department or division, investigate and gather evidence of violations of this Title or other circumstances which may give rise to a denial, suspension, or revocation.

D. Procedure for Suspension or Revocation.

The Division shall cause written notice to be given by personal service or registered mail to the licensee of his or her decision to suspend or revoke a license, the reason for such decision, that the operation of a business after the effective date of the suspension or revocation is a Class "B" misdemeanor, the licensee's right to appeal the Divisions decision and have a hearing, and the appeal procedure.

E. License Hearing Board.

The Mayor and City Council of Brigham City are hereby designated as the Brigham City License Hearing Board. The License Hearing Board shall have authority to hear evidence in business license matters referred to the Board. The Mayor shall serve as Chairman of the Board and the Board shall designate one member to be Vice-Chairman for a period of one year.

F. Appeal Procedure.

1. Appeals of the Divisions decision to deny, suspend, or revoke a license may be made by filing a written notice of appeal with the Hearing Board within 15 days of receipt of the notice of denial, suspension, or revocation.

2. The notice of appeal shall be in writing and shall set forth with specificity the reasons for which the appeal is taken.

G. Hearing.

1. The hearing shall be held prior to or following completion of a regularly scheduled City Council meeting, and not later than the next regularly scheduled City Council meeting after receipt of the notice of appeal.

2. At the hearing, the Hearing Board or representative from the City Attorney's office shall present the reason for the decision to deny, suspend, or revoke the license.

3. The applicant or licensee, in person or through his or her attorney, may then present any evidence showing why the decision was in error.

4. All witnesses shall be sworn to testify truthfully. Either party is entitled to confront and cross-examine any witness.

5. Any oral or documentary evidence may be received, but the Hearing Board shall exclude all privileged, irrelevant, immaterial, or unduly repetitious evidence.

6. If the denial, suspension, or revocation appealed from is based on a finding by the Community Development Division, Fire Department, Bear River Health Department, or Police Department that the business was or would be in violation of their applicable ordinances or regulations, then that finding shall be conclusive on the Hearing Board, and the Board's decision may be based only on whether the license was properly denied, suspended, or revoked because of that Department's finding.

7. If the appeal is based on a decision by the Police Department to deny, suspend, or revoke a police I.D. card pursuant to any portion of this Title, the factual determinations of the Police Department shall be conclusive, and the License Hearing Board shall:

- a) Uphold the decision if the Hearing Board finds that the Police Department acted properly to deny, suspend, or revoke the police I.D. card based on the factual determinations made by the Police Department;
- b) Reverse the decision if the Hearing Board finds that the Police Department did not act properly to deny, suspend, or revoke the police I.D. card based on the factual determinations of the Police Department; or
- c) Uphold the decision if the Hearing Board finds that the Police Department acted properly to deny, suspend, or revoke the police I.D. card based on the factual determinations of the Police Department, but hold the decision in abeyance for one year on the basis of mitigating circumstances. Such mitigating circumstances may include, but shall not be limited to the following:
 - i) The impact of the decision on the cardholder's employment possibilities or career, relative to the severity of the reason the I.D. card was denied; or
 - ii) The cardholder's completion, or willingness to complete, job skills training related to the cardholder's position, or approved counseling related to the violation, not including court-ordered counseling.
- d) If the decision of the Police Department is held in abeyance by the Hearing Board, any action by the applicant that would cause the Police Department to deny, suspend, or revoke, the I.D. card pursuant to any portion of this Title shall immediately reinstate the original decision of the Police Department, and the applicant's I.D. card shall be automatically denied, suspended, or revoked, as the case may be.
- e) If the applicant appeals the decision of the Police Department regarding the I.D. card based on a dispute of the Department's factual findings, the applicant must request a review of the decision by the Police Department, The request shall include a statement explaining which facts are disputed, and proof that the Police Department's decision was in error. The Police Department shall respond to the applicant's request within 30 days. The response shall uphold the decision and include proof supporting the Police Department's findings, or modify the decision based on a review of the application.

8. If the denial, suspension, or revocation appealed from is based on a determination by the Division that grounds existed pursuant to this Code, the Hearing Board may examine the factual nature of the grounds and determine whether such grounds are sufficient to sustain the decision of the Division.

9. The License Hearing Board does not have the authority to waive compliance with applicable provision of the Business License Ordinance, nor can the Hearing Board extend deadlines set forth in the ordinances or change the substance or form of the ordinances.

H. Decision of the Hearing Board.

The Hearing Board, after hearing all the evidence, shall announce its decision within seven days from the date of hearing. The Hearing Board may affirm or reverse the decision of the Division. The decision shall be in writing and shall be based only upon findings of fact. The Hearing Board may designate that the prevailing party draft the Findings of Fact and Order. If the prevailing party drafts the Findings of Fact and order, the opposing party shall have five days from the date the draft is submitted within which to file objections to the draft. Upon resolution of all objections to the draft, the Hearing Board shall release the Findings of Fact and Order.

I. Appeal of Hearing Board Decision.

Any decision of the License Hearing Board may be appealed by the applicant, licensee, or City to the District Court within 30 days from when the written decision is made.

J. Licensing After Revocation.

A person, whose license has been revoked, may not be issued a license for a period of 12 months after the revocation.

K. Validity of Business License During Appeal.

Throughout the appeal process as outlined above, a licensee holding a suspended or revoked business license may continue to operate his or her business in accordance with federal, state, and local laws pending final decision on the appeal, or until the time for appeal has passed, whichever occurs first.

BRIGHAM CITY BUSINESS LICENSE FEE

14.16.030 Rental Dwellings License Fees

Single Rental Dwelling unit.....	\$75.00
(Member of Good Landlord Program).....	\$18.75
Two Rental Dwelling units.....	\$100.00
(Member of Good Landlord Program).....	\$25.00
Three Rental Dwelling units.....	\$125.00
(Member of Good Landlord Program).....	\$31.25
Four or more Rental Dwelling Units.....	\$150.00 for 1 st 4 units
	Plus \$5.00 for each additional unit
(Member of Good Landlord Program Discount = 75%)	

(Mobile Home Parks shall be required to obtain a license; the fee shall be as described above for rental dwellings. Each pad site shall be considered a unit. A separate license is not required if combined with other rental dwellings)