



## Roy City Rental Dwelling Licenses

Roy City is proud to offer the Good Landlord Incentive Program, which is a partnership between Roy City, the owners of rental dwelling units in Roy City, and the Utah Apartment Association. The purpose of the Good Landlord Incentive Program is to provide Roy's landlords with training and resources that enable them to reduce criminal activities and eliminate code violations on their properties.

Title 3, Chapter 8 of the Roy City Municipal Codes requires that any person, as owner, lessee or agent thereof, to keep, conduct, operate or maintain any rental dwelling within the city must first obtain a rental dwelling license. A rental dwelling is "a building or portion of a building that is used or designated for use as a home or residence by one or more persons and available to be rented, loaned, leased, or hired out, with or without consideration, for a period of one month or longer, or arranged, designed or built to be rented, loaned, leased, or hired out for a period of one month or longer, whether or not an owner, agent, or rental manager is in residence". Rental dwelling units include any single family home, duplex, townhome, condominium, or apartment when used for such purposes. Mobile Home Parks or Trailer Courts shall be licensed and regulated as "Rental Dwelling Units".

Only one rental dwelling license and fee shall be required for each person or entity owning rental dwelling units within the city. The disproportionate fee is required for each rental unit. Some disproportionate fees are not applicable to exempt businesses or exempt landlords.

Landlords, who are exempt from paying the Disproportionate Service fee only, are owners of a residential unit within a single structure that contains no more than four residential units and one unit occupied by the owner. Landlords meeting this exemption are still required to pay the Base License fee. If an owner owns additional properties/buildings they will be required to pay the Disproportionate Service fee for the units of the other buildings. Only the building of 4 or less units that they are residing in is exempt from the Disproportionate Service Fee.

Rental Dwelling Licenses may be obtained from the City's Community & Development Department. The license must be renewed annually by January 1<sup>st</sup>.

Roy City offers a Good Landlord Incentive Program. All landlords are eligible to participate in the Good Landlord Incentive Program, but participation is not required. Landlords who choose to participate will receive a significant discount on license fees and disproportionate service fees. The fees associated with rental dwelling units shall be as follows:

Base License fee:	\$145.00
Disproportionate Service Impact fee:	\$33.00 per unit (single-family =1 unit, duplex = 2 units, 3 + buildings = each unit in each building, Mobile Home or Trailer Parks = 1 unit for each space in the complex)

### Discounted Fees for Good Landlord Incentive Program Participants:

Base fee:	\$40.00
Disproportionate Service Impact Fee:	\$8.50 per unit as defined above.

The following information will be required when applying for a Roy City Rental Dwelling license.

- Roy City Rental Dwelling Unit License Application completed in full
- Fit Premises Questionnaire completed for each rental building
- Payment remitted to Roy City Corporation, Attn: Licensing Dept, 5051 S. 1900 W., Roy, UT 84067

If participation in the Good Landlord Program is desired, you will need to include the following, in addition to the items listed above:

- Good Landlord Program Agreement/Contract
- Copy of your Landlord training certificate

To register for Landlord training you may contact The Good Landlord at [www.thegoodlandlord.net](http://www.thegoodlandlord.net) or at 801-554-0475 (The Good Landlord now offers on-line classes and live classes) or you may contact the Utah Apartment Association at [www.uaahq.org](http://www.uaahq.org) or at 888-244-0401. (The UAA offers live classes only) The live classes are held at several different locations along the Wasatch Front. Attendance at any location will be accepted by Roy City.

To participate in the Good Landlord Incentive Program, some of the requirements, but not limited to, are as follows:

1. **Landlords Obligations:** The Landlord, or the landlord's bona fide agent for all aspects of property management, and all managers of the landlord responsible for the day to day management of the rental dwellings must complete a landlord training or refresher class approved by the city within the two (2) year period immediately preceding the date of application or certification. First time applicants to the good landlord incentive program shall be required to complete the training within six (6) months or the date of application; failure to complete the training program within the six (6) month time frame shall be grounds for disqualification from the program. If the property is held in joint or common ownership only one of the owners need apply and qualify under the program.
2. **Rental applications:** The landlord must require complete rental applications and background checks on all prospective adult tenants and all adult tenants occupying the premises. The application must state that any false information provided on the application will be grounds for denial or eviction.
  - a. The rental application shall require of each applicant:
    - (1) Full name, including middle initial.
    - (2) Date of birth.
    - (3) Driver's license number or state identification card number.
    - (4) Social security number.
    - (5) Names, dates of birth, and relationship to tenant of all people who will occupy the premises.
    - (6) Name, address and phone number of two (2) previous landlords.
    - (7) Income and employment history for the past two (2) years.
    - (8) Whether he or she has ever been convicted of an offense involving the sale or manufacturing of illegal drugs.
  - b. The following background checks are done on all adults occupying the premises:
    - (1) The landlord contacts previous landlords listed on the application, and inquires about any lease violations or damage to property.
    - (2) A criminal history check is received from a law enforcement agency or a reputable agency providing the service.
    - (3) Valid picture ID is presented to verify the identity of the applicant.
    - (4) A credit report is obtained from a valid provider.
3. The landlord agrees to not knowingly rent to any person who has been convicted of any crime involving any threat or damage to property or person, nor for any crime which, had it been committed on the landlord's premises, would have disturbed the peaceful enjoyment of other tenants; this shall include the sale, manufacture or distribution of any controlled substance. Program compliance is based on whether the conviction, or release from probation or parole, occurred within four (4) years of the date of a rental application.
4. The landlord agrees to provide in its leases or rental agreements that tenants may be evicted if they engage in illegal drug use, sale, manufacture, distribution, or other criminal activity on or near the rental premises, and the landlord agrees to commence and pursue eviction proceedings when the landlord is aware that a violation of such provision exists.

5. The landlord agrees to implement and maintain those aspects of property management determined by the city to be related to the control and prevention of illegal activity on rental property.
6. The landlord agrees that the rental dwellings and the surrounding premises shall be owned and maintained in compliance with city ordinances affecting the use, care or maintenance of real property (zoning ordinances, nuisance ordinances, etc.), and the premises kept free of any public nuisance as defined by city ordinance or state law; provided, however, that a landlord will be considered to be in compliance with this requirement if violations are corrected in the time frame required under any notice of violation.
7. The landlord shall have paid any outstanding penalty assessed against the landlord for failing to correct a notice of violation applicable to the landlord's rental dwelling units.
8. The discount provided herein is conditioned upon the landlord's compliance with the requirements of the program during the term of the licensing year for which the discount is granted.
9. If it is determined by the business license division that a landlord, or any of a landlord's rental dwelling units, is not in compliance with the requirements of the good landlord incentive program during any portion of the licensing period for which a discount was provided, the landlord, together with all his or her rental dwelling units, shall be disqualified from the program, and the discount shall be disallowed in accordance with the provisions of Chapter 1 of this title for the entirety of the term of such license. Disqualification from the good landlord incentive program may be appealed to the city manager. The landlord shall be required to pay the full fee for every rental dwelling unit listed on their license application for that year.
10. After disqualification, the landlord may reapply for the program in the next licensing year only if the landlord has corrected the problems leading to the disqualification and paid all amounts disallowed in the prior year.
11. **Indemnification.** To the fullest extent permitted by law, landlord agrees to indemnify, defend and hold the City, its Elected Officials, Officers, Employees, Agents, and volunteers harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages arising out of, or in consequence of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of landlord and/or landlord's servants, agents, employees, and/or assigns.

A full description of the Rental Dwelling Unit Licensing, the Good Landlord Incentive program, and forms/applications can be obtained on the City's website at [www.royutah.org](http://www.royutah.org).

If you need more information or have questions you may call (801) 774-1040 or email at [ced@royutah.org](mailto:ced@royutah.org).