

# CITY OF ST. GEORGE

## RENTAL FIT PREMISES ORDINANCE

### REPAIRS

The owner must disclose in writing or by posting, the name, address and phone number of the owner or person authorized to manage the rental dwelling unit and perform or authorize repairs.

The owner must designate a person in Washington County to act as manager or agent if the owner lives outside the county.

The tenant must:

Promptly inform the property owner of any defective conditions, necessary repairs or problems at the premises. **The notification must be written and delivered to the owner or designated manager or agent.**

Repairs:

Critical repairs must begin within 24 hours and be completed with reasonable diligence. Critical repairs include:

Inoperable toilet;

Lack of heat or air conditioning during a period for which heat or air conditioning is required;

Broken or leaking water pipes posing an immediate threat to life, safety, or health;

A complete lack of running water;

Broken stair or balustrade must be repaired upon notice, if the condition causes a safety hazard or prevents access to the premises; otherwise 24 hours; or

Disconnected gas, electric, or water service for which the property owner is required to provide, the tenant may, upon the expiration of the notice period specified in Section 4-7-15 of this chapter, cause the necessary repairs to be made.

Noncritical repairs, must begin within the specified time and be completed with reasonable diligence. Noncritical repairs include:

Broken or leaking water pipes. 72 hours

Disconnection of electrical, water, or natural gas service caused by property owner. 24 hours

Tub, shower, or kitchen and bathroom sink with inoperable drain or no hot or cold water. 24 hours

Inoperable exterior lighting. 96 hours

Broken exterior door or inoperable or missing exterior door locks if the premises is otherwise secured from the elements and unwanted entry; 48 hours,

otherwise, 24 hours

Broken window with missing glass. 48 hours if the premises is otherwise secured from the elements and unwanted entry;

	otherwise,	24 hours
Inoperable refrigerator or cooking range or stove.		48 hours
Electrical failure.		24 hours
Inoperable electric fixture.		72 hours
Inoperable or missing smoke detector required by code.		24 hours
Inoperable required fire sprinkler system (if smoke detectors are not present or operating).		24 hours
Inoperable required fire sprinkler system (if smoke detectors are installed and operable)		96 hours

**Access:**

The tenant shall grant reasonable access to the property owner to enter into the dwelling unit in order to make necessary or agreed repairs, inspections, alterations, or improvements.

**Tenant Repair and Deduct:**

If the property owner fails to begin making the repairs 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:

**Critical Repairs:** The tenant may, upon the expiration of the notice period specified, cause the necessary repairs to be made.

In making such repairs, the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.

If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two bids for the work, and, if bids are obtained, shall contract for the work to be done by the lowest bidder.

**Noncritical Repairs:** If the required repairs are not critical repairs, the tenant, after the expiration of the notice time, shall give the property owner or property owner's agent 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.

The second notice shall state the nature of the problem, the date the tenant sent the first notice 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.

The property owner shall begin making the required repairs within forty eight (48) hours after the hand delivery of the second notice, or by the end of the second calendar day after the date of mailing of the second notice, and complete the repairs with reasonable diligence.

If the property owner has not begun the required repairs within the time specified, the tenant may cause the repairs to be made.

In making such repairs, the tenant must use a licensed contractor when a licensed contractor is required by applicable building or housing codes.

If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two (2) bids for the work, and, if bids are obtained, shall contract for the work with the low bidder.

If a licensed contractor is not required for the work, the tenant may do the work on his or her own, or contract for the work to be done at a reasonable cost.

**Deductible Amount:**

For any repairs made, the tenant may deduct from future rent the actual and reasonable cost of the repairs performed up to a maximum deduction of four hundred dollars (\$400.00) per repair; provided, however, the tenant shall furnish all original paid receipts to the property owner. The maximum deduction for any one month shall not exceed four hundred dollars (\$400.00), regardless of the number or cost of repairs.

**Mutual agreement:**

By explicit written agreement, a property owner and a tenant may establish a procedure whereby the tenant notifies the property owner of needed repairs, makes those repairs, and deducts the cost of the repairs from the rent due and owing, however any such agreement shall not relieve the property owner from the duty to ensure that such repairs are completed in an expeditious and satisfactory manner as required.

**Nontermination:**

The property owner may not terminate the tenant's tenancy for the tenant's deduction of rent for repairs made pursuant to this section, nor may the property owner terminate the tenancy until the tenant's costs for repairs made under this section (not to exceed \$400.00 per repair) have been offset by deducted rent or reimbursed to the tenant.

**Tenant Caused Damages:**

The repair and deduct provisions 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.

The complete Rental Fit Premises ordinance (Title 4 Chapter 7) is available at the St. George City homepage at: [sgcity.org](http://sgcity.org) – click on City Codes.