

31 **§ 4-14-122 DEFINITIONS.**

32 In this article:

- 33 (1) ACCOUNTABLE OFFICIAL means the City officer or employee
34 designated to administer, implement, and enforce this article.
- 35 (2) DWELLING means one or more rooms rented for use as a residence.
- 36 (3) LANDLORD means a person who owns, leases, or subleases a dwelling and
37 includes the landlord's manager or agent.
- 38 (4) LEASE means any written or oral agreement between a landlord and tenant
39 that establishes or modifies the terms, conditions, rules, or other provisions
40 regarding the use and occupancy of a dwelling.
- 41 (5) ON-SITE AREA means a community room or other available space for
42 meetings that is located at the premises.
- 43 (6) PREMISES means a tenant's dwelling, any on-site area or facility the lease
44 authorizes the tenant to use, and the appurtenances, grounds, and facilities
45 held out for the use of tenants generally.
- 46 (7) TENANT means a person, or a member of their household, who is
47 authorized to occupy a dwelling to the exclusion of others.

48 **§ 4-14-123 ADMINISTRATION AND ENFORCEMENT.**

- 49 (A) The accountable official administers, implements, and enforces this article.
- 50 (B) The accountable official may adopt rules under Chapter 1-2 (*Adoption of Rules*)
51 to implement, administer, and enforce this article.

52 **§ 4-14-124 RIGHT ESTABLISHED.**

- 53 (A) A tenant may establish and participate in a tenant organization.
- 54 (B) A tenant establishes or participates in a tenant organization if the tenant engages
55 in one or more of the following activities:
- 56 (1) initiates contact with other tenants related to tenant organizing;
- 57 (2) posts information related to tenant organizing on a bulletin board that is
58 available for use by tenants generally;

- 59 (3) distributes information related to tenant organizing to other tenants in an
60 on-site area or facility that is available for use by tenants generally;
- 61 (4) meets or attempts to meet with tenants, non-tenants, or organizations in:
62 (a) an on-site area that is generally available to any tenant;
63 (b) a tenant's dwelling; or
64 (c) an off-site area;
- 65 (5) communicates with non-tenant individuals or organizations related to
66 tenant organizing;
- 67 (6) proposes that the landlord modify facilities or services available at the
68 premises; or
- 69 (7) formulates responses to landlord actions related to rent, changes in
70 services or facilities available at the premises, or conversions of rental
71 property into non-residential use or condominiums.
- 72 (C) In this article, initiating contact with other tenants includes, but is not limited to,
73 conducting door-to-door surveys of tenants to ascertain interest in establishing a
74 tenant organization or offering information about tenant organizations.
- 75 (D) Nothing in this article requires a tenant to establish or participate in a tenant
76 organization.

77 **§ 4-14-125 RETALIATION PROHIBITED.**

- 78 (A) A landlord may not retaliate against a tenant if the tenant establishes, attempts
79 to establish, or participates in a tenant organization.
- 80 (B) A landlord retaliates against a tenant if, within the previous six months, the
81 tenant established, attempted to establish, or participated in a tenant
82 organization and the landlord:
- 83 (1) deprives the tenant of the use of the premises, except for reasons
84 authorized by law;
- 85 (2) decreases services to the tenant except as provided for in Subsection (C);
- 86 (3) increases the tenant's rent or other fees except as provided for in
87 Subsection (C);

- 88 (4) substantially interferes with the tenant's rights under the tenant's lease; or
- 89 (5) issues a notice to vacate or files an eviction proceeding except as
- 90 provided for in Subsection (D).
- 91 (C) A landlord does not retaliate against a tenant if the landlord:
- 92 (1) assesses a fee that is included in the tenant's written lease and imposed
- 93 on each tenant for the use of an on-site area or facility;
- 94 (2) increases rent under an escalation clause in the tenant's written lease for
- 95 utilities, taxes, or insurance; or
- 96 (3) increases rent or reduces services as part of a pattern of rent increases or
- 97 service reductions applicable to each tenant at the premises.
- 98 (D) A landlord does not retaliate against a tenant if the landlord issues a notice to
- 99 vacate or files an eviction proceeding because:
- 100 (1) the actions of the tenant, or the tenant's household members or guests,
- 101 pose an imminent threat of physical harm to the landlord, the landlord's
- 102 employees, or other tenants, including other tenants within the
- 103 household;
- 104 (2) the tenant, or the tenant's household members or guests, engage in
- 105 criminal activity;
- 106 (3) an insured casualty loss such as fire, smoke, hail, explosion, or a similar
- 107 cause creates a condition that makes the residential premises totally
- 108 unusable;
- 109 (4) the tenant is delinquent in rent when the landlord gives notice to vacate
- 110 or files an eviction action;
- 111 (5) the tenant, or the tenant's household members or guests, intentionally
- 112 damage property on the premises;
- 113 (6) the tenant holds over after giving notice of termination or intent to
- 114 vacate; or
- 115 (7) the tenant has materially breached the lease, other than by holding over,
- 116 by an action such as violating written lease provisions.

