5-17-1: PURPOSE:

A. The City of Boise City, Idaho ("City") finds that relationships between Landlords and Tenants should be regulated to protect Tenants from retaliatory and unfair practices. The purpose of this chapter is to establish Tenant protections within the City.

B. All Tenants within the City should not have to fear retaliation from Landlords.

C. All Tenants within the City should have proper, up-to-date notifications of their rights and responsibilities when renting a Residential Rental Unit from a Landlord within the City.

5-17-2: LEGAL AUTHORITY:

Idaho Code sections 50-301 and 50-302 authorize the City to exercise its police power for the protection of the public welfare, prosperity, health, and peace of the City, its residents, and the community. City regulation of local landlord-tenant relationships serves a public purpose, benefitting the community as a whole and allowing the City to function and fulfill its ongoing mission to provide housing for everyone. The prohibitions set forth in this chapter are intended to supplement and enhance, and not supersede, State landlord-tenant law, the Idaho Consumer Protection Act, as set forth in Idaho Code Title 48, Chapter 6, the Manufactured Home Residency Act, as set forth in Idaho Code Title 55, Chapter 20, the Fair Housing Act of 1968, as amended, and other federal and state civil rights laws.

5-17-3: SCOPE:
This chapter shall apply to all Residential Rental Units, as defined herein, within the City.

5-17-4: DEFINITIONS:

LANDLORD:
A person or business that owns a Residential Rental Unit, or an agent acting on behalf of that person or business, that rents a Residential Rental Unit to a Tenant in return for payment.

RESIDENTIAL LEASE AGREEMENT:
A legal agreement outlining the rental terms for a Residential Rental Unit executed by and between a Landlord and Tenant.

RESIDENTIAL RENTAL UNIT:
A building or portion of a building used as a dwelling for one or more persons that is offered for rent or lease for a recurring period of time, which is cumulatively in excess of thirty (30) or more consecutive days.

TENANT:
A person who occupies a Residential Rental Unit under terms specified within a Residential Lease Agreement.

TENANT ASSOCIATION:
A group of Tenants organized to improve the housing conditions, amenities, community life, and contractual positions of its members.

URL or UNIFORM RESOURCE LOCATOR:
A unique identifier used to locate a resource on the Internet. It is also referred to as a web address.

5-17-5: RETALIATION:
Landlords shall not terminate a tenancy, refuse to renew a tenancy, increase rent, decrease services normally supplied, or harass, intimidate, or threaten to bring an action for possession of a leased Residential Rental Unit in response to a Tenant:

A. Making complaints or requests for maintenance or repairs in good faith concerning the condition of the leased Residential Rental Unit to a Landlord;

B. Complaining in good faith of regulatory violations to a governmental enforcement agency concerning the maintenance or condition of the leased Residential Rental Unit, surrounding community, rent charged, or rules imposed;

C. Retaining legal counsel to represent their interests as a Tenant; or

D. Joining a Tenant Association.
5-17-6: NOTICE OF RIGHTS:

A. It shall be unlawful for a Landlord to allow a Tenant to occupy a Residential Rental Unit without first providing the Tenant with a notice of rights approved by the City and published on the City’s website.

B. The notice of rights includes information about the rights and responsibilities of both Landlords and Tenants under federal, state, and local law, and may include other Landlord and Tenant resources the City determines applicable. Landlords shall provide a current URL link to the notice of rights published within an internet resource page on the City’s website. Landlords may do so by including said link in the Residential Lease Agreement. Landlord shall provide a printed copy of the notice of rights upon Tenant request.

5-17-7: [RESERVED]

5-17-8: RETENTION OF SECURITY DEPOSIT

To supplement but not conflict with Idaho Code § 6-321, where a landlord terminates or denies renewal of a Residential Lease Agreement due to planned demolition or substantial remodel of all or a majority of the Residential Rental Unit, there shall be a rebuttable presumption that portions of the security deposit lawfully retained by Landlord may only include those amounts for Tenant damage to appliances, fixtures, or other similar equipment and materials in the Residential Rental Unit that will be salvaged and/or repurposed by Landlord.

5-17-9: SEVERABILITY CLAUSE:

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Code, or any part thereof, is held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, that decision shall not affect the validity or effectiveness of the remaining portions of this Code, or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared unconstitutional, invalid or ineffective.

5-17-10: PENALTY:

Any person found in violation of this chapter shall be guilty of an infraction, punishable as provided in section 1-4-2 of this Code. A second or subsequent violation within one year of a prior conviction shall be a misdemeanor, punishable as provided in section 1-4-1 of this Code.