



SENATE RESOLUTION #2848

TITLE: ASUW Opposition to HB #216 “Residential Rental Properties-Applicability.”

DATE INTRODUCED: January 31st, 2022

AUTHOR: Senator Ewalt

SPONSORS: Senators Almejo-Ponce, Colter Anderson, Engelby; President Brown; Vice President Swilling; Director of Governmental and Community Affairs Heddins; Chief of Staff Skorcz.; First-Year Senators Chaudhari, Keasling, McGuire, Medina, Worcester

1. WHEREAS, the purpose of the Associated Students of the University of Wyoming
2. (ASUW) is to serve our fellow students in the best manner possible; and,
3. WHEREAS, House Bill 216 is directly opposed to ASUW, the Laramie City Council,
4. and community stakeholders' efforts to enact a basic code of landlord and tenant rights in
5. Laramie; and,
6. WHEREAS, previous ASUW administrations fought diligently and dutifully alongside
7. community activists and stakeholders to create a set of rental codes that addressed the
8. specific problems, needs, and wants of both University of Wyoming students and the
9. community as a whole; and,
10. WHEREAS, this work by previous administrations resulted in the creation of the
11. Laramie rental codes as seen in Addendum E and ASUW Senate Resolution
12. #2773 in Addendum D, which passed the ASUW Senate unanimously; and,
13. WHEREAS, this legislation would forbid Albany County and the City of Laramie, or any
14. political subdivision except the State of Wyoming from making regulations regarding
15. residential rentals specifically, as seen in Addendum A; and,
16. WHEREAS, taking the power of regulation of these issues away from local governments

17. would make any regulation of residential rental properties extremely unlikely, as the
18. state would have to create a one-size-fits-all approach for the entire state; and,
19. WHEREAS, if the state legislature were to pass regulations for the entire state, they
20. would fail to adequately address the specific problems of local communities; and,
21. WHEREAS, in a 2021 student issues survey, shown in Addendum B, it was found “Of
22. the 1,300 UW Main-Campus students living off-campus, 577 students rent their place of
23. residence, and of those 577 students, 133 or 23.05% voiced a complaint about their
24. current or past landlord in Laramie;” and,
25. WHEREAS, Laramie exists in a unique situation where nearly 49.1% of residents are
26. Renters, as shown in Addendum C; and,
27. WHEREAS, Albany County has the lowest level of owner-occupied housing in
28. Wyoming (50.9%) as shown in Addendum C; and,
29. WHEREAS, this means that Albany County also has the highest rate of renters in
30. Wyoming; and,
31. WHEREAS, it would be illogical and ineffective to base all of Wyoming's residential
32. rental policies on the lived experiences and realities of Albany County renters, and just
33. as illogical and ineffective to base all of Wyoming's residential rental policies on any
34. other county in the state that does not have the density of renters like Albany County
35. does; and,
36. WHEREAS, this bill would expand the role of state government and bureaucracy and
37. remove the independence and freedom of local governments to self-regulate; and,
38. WHEREAS, this shows that rental issues are one of the most pressing concerns for
39. University of Wyoming students; and,


40. WHEREAS, issues of renters' rights can be life or death for renters as shown by student
41. responses in Addendum B; when asked the question: "What is your relationship with
42. your landlord? Any problems?" students responded with many comments with
43. overarchingly similar themes and experiences including but not limited to:
44. "Landlords not responding to maintenance calls, resulting in unsafe living conditions."
45. "They [Landlords] hold the power when it comes to situations." "My landlord is
46. overbearing and has unlawful practices." "Difficult; we have not received new leases,
47. And no maintenance requests have been completed in almost a year." "Yes, They do not
48. follow any rules and regulations. They can do whatever they want."; and,
49. WHEREAS, this policy would impede students' access to safe and livable housing; and,
50. WHEREAS, this policy would also impede students' ability to self-advocate for safe and
51. livable conditions in housing on a local level.
52. THEREFORE, be it resolved by the Associated Students of the University of
53. Wyoming (ASUW) Student Government that we stand in resolute opposition
54. to Wyoming State House Bill #216 and any future legislation with the same goal or
55. effect; and,
56. THEREFORE, be it further resolved that ASUW recommits fully to fighting for and
57. expanding renters' protections for students and community members alike.
58. THEREFORE, be it further resolved that upon passage of this resolution it will be sent
59. to all relevant lawmakers in the Laramie City Council and Wyoming State legislature
60. any relevant Wyoming Government officials as deemed appropriate by the ASUW
61. Director of Governmental and Community Affairs in consultation with the
62. ASUW President.

PASSED: 20-0-2

Referred to: _____ Committee of the Whole _____

Date of Passage: _____ January 31st, 2023 _____ Signed: 
(ASUW Chairperson)

“Being enacted on _____ January 31st, 2023 _____, I do hereby sign my name hereto

and approve this Senate action.” _____

ASUW President

PASSED: 20-0-2

Addendum A

2023

STATE OF WYOMING

23LSO-0542

HOUSE BILL NO. HB0216

Residential rental properties-applicability.

Sponsored by: Representative(s) Zwonitzer, Dn and Andrew
and Senator(s) Case

A BILL

for

1 AN ACT relating to residential rental property; clarifying
2 applicability of provisions providing duties and
3 requirements of owners and renters of residential rental
4 property; prohibiting certain actions by cities, towns and
5 counties; and providing for an effective date.

6

7 *Be It Enacted by the Legislature of the State of Wyoming:*

8

9 **Section 1.** W.S. 1-21-1201(a)(iv) and by creating new
10 subsections (b) and (c) is amended to read:

11

12 **1-21-1201. Definitions; preemption; applicability.**

13

14 (a) As used in this article:

15

1 (iv) "Residential rental unit" means a renter's
2 principal place of residence that is rented or leased to
3 the renter for a period of at least six (6) months and
4 includes the appurtenances, grounds, common areas and
5 facilities held out for the occupancy of the residential
6 renter generally and any other area or facility provided to
7 the renter in the rental agreement, excluding a mobile home
8 lot or recreational property rented on an occasional basis;

9
10 (b) The state of Wyoming does hereby preempt for
11 itself the field of regulating owners and renters of
12 residential rental property. This article is intended to
13 apply to all owners and renters of residential rental
14 property and to be the exclusive remedy for disputes
15 between owners and renters of residential rental property.

16
17 (c) No city, town, county or other political
18 subdivision shall authorize, regulate or otherwise govern
19 the ownership or leasing of residential rental property. No
20 city, town, county or other political subdivision shall
21 require owners of residential rental property to register
22 rental units or pay any registration fee. Nothing in this

1 subsection shall be construed to affect land use plans and
2 zoning ordinances.

3

4 **Section 2.** This act is effective July 1, 2023.

5

6

(END)

Addendum B

Student Tenant-Landlord/Property Management Survey Data and Testimonials

ASUW Student Issues Survey:

From September 20th through October 1st, ASUW conducted a broad student issues survey that was sent to the students of the University of Wyoming. Anonymous questions related to various issues facing students. The survey reached over **2,200 students** across various disciplines, age groups, and communities.

Key Takeaways:

- Of the 1,300 UW Main-Campus students living off-campus, 577 students rent their place of residence, and **of those 577 students, 133 or 23.05% voiced a complaint about their current or past landlord in Laramie**
- Over 800 UW students ranked the creation of a tenant-landlord/property management company as one of their top priorities for our ASUW Administration
- **Most Common Student Complaints:**
 1. Non-responsive/lack of communication
 2. Misrepresentations of the unit/lease in advertising
 3. Landlords/Property Management Companies not upholding the predetermined, and legally binding, leases or rental agreements

Selected Student Testimonials:

Q - What is your relationship with your landlord? Any problems?

“It would be nice to have some policies in place in Laramie that actually protect tenants. There is really nobody to turn to without expensive legal fees.”

“We have had a horrible, horrible experience with our rental company. It is probably one of the worst things I have ever dealt with.”

“Landlords not responding to maintenance calls, resulting in unsafe living conditions.”

“They [Landlords] hold the power when it comes to situations.”

“I am moving out of a current house into a new place in the next week, and I have to juggle all of that on top of working and maintaining classwork.”

PASSED: 20-0-2

“Almost every “amenity” is broken. I was lied to about my move-in date, and the staff I’ve interacted with thus far have not followed any of the COVID-19 precautions mentioned on their website and distributed in emails. My last landlord lied about the house being filled with black mold, though, so I guess this is a step-up.”

“My landlord is overbearing with unrealistic/unlawful expectations and guidelines.”

All Student Testimonials:

“I did have a huge problem with a landlord and was able to move with help from Student Legal Services because the place was unsafe and uninhabitable, but it has been a detrimental experience. The electrical wiring in the unit was done completely illegally and almost started a fire, the window was broken, and the stove didn't work, and now he is trying to wrongfully keep over \$2,100 of mine. It was ██████████ - now known as ██████████ in affiliation with ██████████. I'll have to file court papers to try to get any of my \$2,100 deposits and advance-rent back even though the place wasn't even habitable. Wyoming landlord-tenant laws need to be improved, and need to be able to be enforced. It's frustrating that even if the landlord is acting illegally, nobody can help the tenant enforce the law, not even the fire marshal or the codes administration. This allows people with minimal resources and knowledge to be repeatedly victimized. It doesn't have to be like this.”

“It's a massive corporation, so yes. Almost every "amenity" is broken, my ice maker doesn't work, my apartment wasn't cleaned well before I moved in, I was lied to about my move-in date, and the staff I've interacted with thus far have not followed any of the COVID precautions mentioned on their website and distributed in emails. My last landlord lied about the house being filled with black mold though, so I guess this is a step up.”

“My current landlord doesn't seem to want to actually fix any of the issues that I currently have going on in my apartment. We officially moved in more than 2 months ago, and we still do not have a front door that latches correctly or windows that lock which is a security issue. Our fire alarms haven't been changed since 2004 (the date is on the back of the fire alarm) which is a safety hazard because they should be replaced every 7-10 years, and my landlord doesn't seem keen to replacing them. It's difficult to get my landlord to actually do anything even though we're in constant communication with them about the issues we have. My previous landlord was the same way and even worse than the landlord that I currently have.”

“The current landlord is what I call a "slum lord". He doesn't want to hear your complaints. My oven doesn't work. He doesn't want to fix things. But he rented to me cheap. The other place, I am still fighting with to leave me be. They are large corporate organization with no humanity. I will probably end up with my credit destroyed and in court with them. There isn't anything I can do about it.”

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“My apartment was dirty when I moved in, people have left trash and maintenance supplies in the hallways, there's noticeable wear and tear, and the water temperature for showers is either boiling hot or cold and never consistent. It was nicer when I lived here before.”

“I do not like [REDACTED] I have had many issues with them in the past and present. This is my second year living with them. Their lease is very horrible for us students. They have many iffy clauses that gives them the freedom to almost do as they please if the tenants complain.”

“Our landlord does not follow the lease. We had renovations that were supposed to be done that are now not finished and our landlords stuff is still being stored in our space.”

“The relationship is fine but mostly because I must keep it that way due to his controlling my access to shelter. My facilities are over 70 years old, there's lead paint on the walls, etc.”

“Rent price increases without fixing problems in the apartment (i.e., water leaks, bad hot water heater, etc.)”

“We were taken advantage of by a previous landlord [REDACTED]. Lost a lot of money to [REDACTED] because [REDACTED] was trying to force us to live in an uninhabitable apartment but we deserted”

“Not good. Very poor communication on their end. Gaslighting naive college students seems to be a part of their business model, used primarily to get out of doing their job (e.g. "a lease is not REALLY a legally binding contract", "I've been doing this for X amount of years, this is how we do things", etc.). General lack of organization, care, and respect. It would be nice to have some policies in place in Laramie that actually protect tenants. There is really nobody to turn to without expensive legal fees. Landlords know students The relationship is better since I haven't had to interact with them since the first week after move-in which was beyond stressful.”

“I am with [REDACTED]. They are terrible about providing fair returns on security deposits.”

“They haven't quite held up their end of the contract but it's not worth hiring a lawyer to sue.”

“I live in public assistance housing. They are raising our rent more than 50%.”

“My landlord is indifferent about the problems that I face in her house.”

“She wants to kick us out of our lease because we want a livable apartment and she isn't providing that so when confronted she tells us she will tear.”

“ [REDACTED] is TERRIBLE!! My apartment was transferred over to them during the past year. They were completely uneducated about my building. They tried to make me sign a lease that said I would set up gas and electric payment directly. There is no way to measure gas and electricity for the individual apartments in my building. When I called and said I would not

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sign the lease until this was fixed in the contract, they stalked me until I signed it. They sent me a text and email every day, even though I called them several times to talk about the issues I had with the lease that needed to be changed before I would sign. When I called them they said I had time and it was ok that I hadn't signed the lease yet, I still got several texts and emails. Not ok! They also raised my rent \$50 a month but did not make any improvements to my apartment. With the extremely low stipend (ranking in the national poverty level) I receive as a grad student and I am already using almost half of my monthly income to pay for rent so this was a serious increase for me.”

“Our windows don't function or are open to the elements and she does nothing and charges us too much.”

“Landlord is over bearing, always watching, unrealistic/unlawful expectations and guidelines (e.g., friends not allowed to park on certain areas of the public street.”

“Renting from a faceless company has its issues as I tend to receive automatic responses when needing assistance and assistance we receive is slow to respond.”

“I live in a multi-unit apt complex --- lack of maintenance. The pot holes are destroying my vehicle. The dripping water just upsets me. Every office person quits as quick as possible.”

“They've been unorganized from the beginning. The only reason I'm renting with them is because it was too late for me to try and find somewhere else to live. They didn't clean the apartment and have already screwed me over a few times and it's only been about two months. The majority of the reviews I've seen about this company are that they're slumlords and that they do everything they can to keep all of your deposit no matter what. I'm pretty sure they're going to keep all of my deposit when the lease is over despite the fact that I'm going to leave the apartment far cleaner than they left it for me.”

“There really is no relationship. I rent from a real estate agency so I don't really have a single landlord to contact. The agency is very busy and understaffed so none of the requests I have put in have been addressed.”

“My landlord is sometimes slow to respond to my emails/calls. He does not live in Laramie. The person that helps him with repairs in Laramie often appears without notice at inconvenient times and has been very rude to me. The utilities are left in the landlord's name, and he never sends me my portion of the bill in a timely manner. Often he will wait and send several months' worth at once, which means I have to budget monthly for a random amount and hope it evens out when it is actually time to pay him.”

“Just a random guy who doesn't do much with the place.”

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“Very little contact with my landlord. I go to their office once-a-month to pay rent. I have not had any issues.”

“I don't really have one and when we need something fixed it takes us asking multiple times just to have someone come look at it let alone actually get it fixed.”

“Yes, they barely fix anything or take weeks. They hold the power when it comes to situations.”

“Yes, the [REDACTED] charges unnecessary fees and does not fix anything.”

“Yes, my landlord has been an issue since we moved in. She has not been organized, does not keep to her word, talked badly about and to my roommate and overall is very unprofessional.”

“I don't know my landlord, I have no lease, my roommate knows the landlord and doesn't have a lease, its super cheap rent for a rundown place.”

“Not with the landlord but with neighbors; landlord talks to them but nothing is solved.”

“He's somewhat agro on what he says. Like we said a month ago that our window blinds are broken. He agro talk and said, "that's not important it will be fixed in 2-3 months, we are running low on people".”

“My landlord is a land management company. I don't have any direct problems with them. but I certainly don't trust them based on what they have done to previous tenants.”

“He can be difficult to deal with and stubborn. We ask for things to get fixed and he doesn't.”

“They don't fix things, when something is broken and out of our control to fix.”

“They are greedy individuals from [REDACTED], I've never met them and they don't know how to properly communicate though their property management individual.”

“Just started. The other day she called me while I was in class saying she was going to fix something in my apartment. No warning. I'm happy that my Windows and oven were fixed but that feels like a big invasion of privacy.”

“She's very nice but her maintenance time is very slow. We have lived here for 8 months and our fan was broke before we moved in and it is still not fixed. Our maintenance people took our fire alarm two months ago and still have not brought it back and wires are hanging from our ceiling.”

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“They suck at communicating and I’ve had major problems with them (like them forgetting to pay the power bill and not sending me my refund check from my last place) but they mostly keep to themselves so I’m content with the relationship.”

“We largely do not interact, but I had to fight to get the internet set up in my apartment. He owns his own internet company, so he took issue with the fact that the corporate company had to replace the lines due to how old they were.”

“I believe they are greedy people who keep trying to sneakily charge me for illegal extra items.”

“They are not very helpful and I am afraid to put in maintenance requests because they threaten to make us pay large amounts of money if the problem is somehow connect to us. For example, they charged my neighbor \$700 because their hair clogged their pipes”

“On a avoid at all costs relationship. She is rude and not caring. Our stove top burner literally blew up while I was cooking dinner one night and she had no concerns at all.”

“Relationship is fine with my landlord, but they do not do any upkeep, so the living situation is not as safe as it should be.”

“When I first moved to Laramie I had a very bad landlord. The apartment I stayed in was disgusting; the walls were peeling, it was a three bedroom but it seemed like two of those bedrooms were cut in half and looked more like hallways than places to sleep in, we could not use our bathroom for two weeks because our upstairs neighbors had a washer leaking into the bathroom and the ceiling broke, the carpet was thin and gross, and the upstairs neighbors controlled the heat so when they were mad at us and the landlord (they ended up getting evicted and doing \$20,000 worth of damage to the unit upstairs) we did not get any heat yet we still had to pay for half of the utilities. It caused a lot of emotional stress for my partner and I.”

“Not very responsive, nor super organized.”

“I’m very lucky that I rent from a homeowner (not an apartment complex landlord) who is passionate about landlord/tenant rights in Laramie and has expressed multiple times how much she doesn’t want to be like other landlords in town. I’m glad that I didn’t end up renting from [REDACTED] or [REDACTED], both of which are known to rent out shoddy cheap places and have a poor response time to repair stuff.”

“We recently got a new landlord (old landlord was fired-I live in an apartment complex) I don’t have issues personally but the living situation for maintenance is rough. We have gone awhile with a sink, dishwasher and WIFI is not the best, it always goes out which makes hard even more difficult

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“Lack of communication when things are broken and need fixed”

“Super unorganized, rude, inconsistent.”

“Had a terrible experience last year with [REDACTED]”

“Our relationship is ok, but she is kind of shady. She doesn't like to give deposits back, and she is always calling me.”

“It is a distant relationship. There is lack of accountability between the landlord and maintenance. Things are taking a while to get fixed.”

“It is a distant relationship. There is lack of accountability between the landlord and maintenance. Things are taking a while to get fixed.”

“My landlord is fine now, but I have had awful experiences with past landlords.”

“They have not yet fixed our moldy bathroom ceiling despite reminders.”

“Hard to get things fixed that are the responsibility of the landlord”

“I don't like the management at my complex, but there are no serious issues”

“I would say it's an okay relationship. He does not feel like a person that I can trust and honestly it does not seem that he really cares about his tenants at all.”

“Fine but they are greedy and only doing it for the money”

“The manager of our apartment complex is retiring, and we now need to move.”

“My landlord has communication issues. He needs to express himself better.”

“No issues with current landlord. Previous landlord however is withholding deposit without written reason of why”

“The landlord is neglectful, will not get back at an appropriate time, and left the house in shambles for us to clean from previous tenants.”

“My landlord is kind of sketchy--I still don't have a copy of my lease and when SAFE Project contacted him to try to help pay my rent he asked if I would just like to find somewhere else to live”

“The administrators for the building I live in have been jerks. There have been lots of problems with my rental unit, all of which I had to work hard and advocate to get major items fixed and

not have them charge out-of-pocket expenses. They threaten to charge people out-of-pocket expenses for other issues that aren't even because of them. There were several promises made when showing the apartment versus what was in the lease. A few major verbal promises were not kept, including the important issue of having a parking spot off of the road. It was supposed to be a dog-free building, but I have been dealing with more than 3 dogs barking and whining because they are Emotional Support Animals. The Emotional Support Animals, in my opinion, need their own Emotional Support animal friend as well. The dogs are not professionally trained dogs like Service Animals, they are untrained, loud, immature dogs. The very reason why dogs are not allowed...in the first place, the barking, the crapping on the shared, public lawn space where people enjoy playing games, etc. I am very good at standing up for myself and advocating my rights as a renter because I am paying a lot of money to a management company that does not actually "manage" the property very well at all and tries to punish the hard-working, paying tenants."

"My current one is great. In the past I've had a hard time getting deposits back"

"it's not great. he has yet to meet us and neighbors who have same landlord complain about him not being involved."

"Terrible. Being discriminated against by my landlord and threatened."

"They are overpriced and our house was disgusting when we moved in.... So I'd say not great."

"Relationship is ok, though I've been trying to get them to come fix some issues with the apartment, but to no avail."

"My landlord is unreliable. She has made promises to fix issues in the house and never follows through."

"No problems other than the occasional lack of communication with all of the roommates. Sometimes only one of us is contacted about things such as inspections."

"Yes, They do not follow any rules and regulations. They can do whatever they want."

"I recently purchased a home. Previously high rent was an issue. My mortgage is less than rent would have been (it's difficult to find housing with a partner and 2 dogs.)"

"I don't know the owner of the property. I work with a realtor who handles issues. The relationship can be rocky and I have been lied to about certain things. My roommates and I have just pushed and fought for fixing issues within the apartment."

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“My neighbors are threatening and are affecting my mental wellbeing. I don't feel safe in my apartment because of my neighbors and because the maintenance workers let themselves in without knocking or announcing themselves. My landlord won't take me seriously on either of these issues.”

“I don't even really know who's in "charge" at [REDACTED]”

“They're alright but have lied about somethings they said they offered.”

“Just that they keep increasing rent prices and utility prices. otherwise they are great - just wish they were more consistent especially for returning tenants.”

“Some issues with the apartment, the landlord lied about some things related to the apartment when we signed the lease. Besides that, no.”

“The landlord is very easy to deal with but the property manager is not very helpful or professional.”

“I live in an apartment complex and the rent is too high and makes finances a struggle but otherwise pretty good.”

“Current? Good Past? Awful”

“I own my home. I have lived in 7 rental properties during my time as an on again, off again student. Most of my relationships with my landlords have been good. The biggest problems have been when getting repairs of major systems conducted. However, I also know that is related to a maintenance and repair labor shortage in Laramie.”

“Land lord is a bit of a knob, can't provide good internet, and doesn't do repairs often.”

“My problem is the fact that I have to pay someone a ton of money to live in a home that's already paid off and is not kept up well. Laramie just has an affordable housing crisis.”

“No issues beyond a \$10 increase in rent after the first year. I would recommend [REDACTED] they've been one of the better orgs I've rented from. I've heard that other renters in Laramie can be extremely difficult, so I feel lucky.”

“Not very good at communicating and never have an answer.”

“The University is my landlord. I have no quarrels with the "landlord", but I do dislike the amenities (or really the lack thereof). Maintenance can be shoddy, but again, not really a landlord thing.”

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“We have been homeless for a long time because of Covid-19 and landlord issues. Also housing is not financially realistic nor pet friendly.”

“Pretty good no problems but have heard that’s not exactly the case for a lot of students.”

“I live at [REDACTED]. I have had some minor inconveniences by the way they do some things but they seem to manage most things well overall and I do not have major complaints at this time.”

“I do not really like my landlords and believe that they are scamming people for money for the smallest things. Plus, they do not communicate very well and put themselves before their tenants.”

“Major problems. They hold a power imbalance over their tenants, and they ignore our needs and requests even when it concerns our personal safety.”

“[REDACTED] does not fix things or do much. They have yet to pick up pipes and a washer that have been in the yard since we moved in. It has been about two years. They suck but at least they leave you alone mostly I guess.”

“Difficult, we have not received new leases, and no maintenance requests have been completed in almost a year.”

“Fine right now, no problems however, I have rented with this landlord in the past and to be honest, they are just greedy and do not care about tenants - just want money.”

“Nope, just some misunderstandings when he forgets things about our contract and blames us before us reinforcing him and resending him our contract.”

“Non-responsive to house issues (such as broken things never being fixed)”

“I had a lot of problems with my previous landlord, which caused me to have to move houses I live in. I have no issues currently with my new landlord.”

“My landlord does not resolve facility issues.”

“Alright so far, relationship with previous landlord was very bad though and caused a lot of anxiety.”

“Some negligence with appliance issues and previous landlord took a lot out of a deposit without good reason.”

“Landlord is extremely unreliable and disrespectful. Will be moving out as soon as lease term is up.”

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“She does not fix issues in a timely manner.”

“My landlord has increased rent a lot and is not fixing major issues in my apartment (e.g., heat not working, leak in ceiling).”

“I’m moving out of a current house into a new place in the next week and I have to juggle all of that on top of working and maintaining class work.”

“My relationship is good from their end I am a good tenant. However my landlord charges for water and sewer unlike most other landlords in town and has had a sewer pipe in my yard since February that leaked on multiple occasions.”

“He’s good at fixing things but bad at responding.”

“Defective appliances and rundown apartment.”

“My current landlord is supportive, but I've run into previous landlords who were not helpful with house problems and have had some difficulty finding affordable and well-kept housing.”

“Slow to react to claims.”

“We actually are struggling with our landlord fulfilling our requests and work orders.”

“Landlords not responding to maintenance calls, resulting in unsafe living conditions.”

“They [Landlords] hold the power when it comes to situations.”

“I am moving out of a current house into a new place in the next week, and I have to juggle all of that on top of working and maintaining classwork.”

“Our landlord does not follow the lease.”

“My landlord is indifferent about the problems that I face in the house.”

“My landlord is overbearing and has unlawful practices.”

Addendum C

US Census Data from 2020 regarding owner-occupied housing, housing which is occupied by the owner, in Albany county as well as other counties in Wyoming.

PASSED: 20-0-2

<https://www.census.gov/quickfacts/fact/table/albanycountywyoming,WY/HSG445221>



Addendum D

ASUW senate resolution 2773- Support for Laramie City Council Ordinance #2039 for the Creation of a City Rental Housing Code

<https://www.uwyo.edu/asuw/about-us/legislative-branch/senate/legislation/2021-2022-legislation/sr-2773--support-for-laramie-city-council-ordinance-2039-for-the-creation-of-a-city-rental-housing-code.pdf>

PASSED 26-0



SENATE RESOLUTION #2773

TITLE: Support for Laramie City Council Ordinance #2039 for the Creation of a City Rental Housing Code

DATE INTRODUCED: December 7, 2021

AUTHOR: Director of Governmental and Community Affairs Brown

SPONSORS: Senators Houghton, Rhymes, and Talamantes; President Swilling

1. WHEREAS, the purpose of the Associated Students of the University of
2. Wyoming (ASUW) is to serve our fellow students in the best manner possible; and,
3. WHEREAS, several previous ASUW administrations have advocated and collaborated
4. with the Laramie City Council on issues relating to Landlord/Property Management
5. Companies and Tenant relations; and,
6. WHEREAS, the ASUW acknowledges the importance of ensuring students live in
7. safe and comfortable housing conditions during their time at the University of
8. Wyoming (UW); and,
9. WHEREAS, when surveyed in October 2021, of the 1,300 UW Main-Campus students
10. living off-campus, 577 students rent their place of residence, and of those 577 students,
11. 23.05% voiced a complaint about their current or past landlord in the City of
12. Laramie; and,
13. WHEREAS, Laramie City Council Ordinance #2309 states the goal of the ordinance is
14. to "help renters and owners communicate with each other so they can resolve their issues
15. without further city involvement or legal action"; and,
16. WHEREAS, Ordinance #2309 states the purpose of the City Rental Housing Code to
17. "provide minimum habitability criteria to safeguard health, property and public
18. wellbeing of the owners, occupant and users of rental housing and is intended to
19. supplement rather than conflict with the habitability standards of Wyoming statutes";

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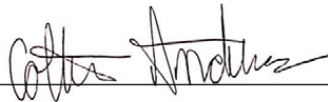
20. and,
21. WHEREAS, Ordinance #2309, in Section 8.80.030-General Requirements for
22. Rental Housing states that the following requirements must be met by all rental housing
23. in Laramie in accordance with their defined standards in structural integrity, plumbing,
24. heating, weatherproofing, security, smoke detectors, carbon monoxide alarms, electrical,
25. appliances, pests, egress/ingress, and mold safety; and,
26. WHEREAS, Ordinance #2309, in Section 8.80.040-Enforcement Upon Receipt of
27. Complaint details the process in which the City Manager shall enforce the City Rental
28. Housing Code and the process for which complaints will be filed and reviewed in
29. violation of the City Rental Code; and,
30. WHEREAS, Ordinance #2309, in Section 8.80.050-Notices and Orders-Penalties reads
31. “a person who fails to comply with a notice and order issued under subsection 8.8.80.040
32. of this code shall be subject to the following actions and penalties”; and,
33. WHEREAS, “A. Citation into or action brought in Municipal Court. The penalty for a
34. violation hereunder shall be a fine of not less than one hundred dollars (\$100.00) for
35. each day or portion thereof that the violation exists after the deadlines/time limits in the
36. notice and order have passed; and,
37. WHEREAS, “B. administrative revocation of rental registration; and,
38. WHEREAS, C. such other legal or equitable relief to which the City may be entitled, in
39. the Municipal Court or the courts of this state”; and,
40. WHEREAS, Ordinance #2309, in Section 8.80.060-Registration of Rental
41. Housing details the process for which all rental housing in the City of Laramie must
42. follow including Subsection B, which reads, “Owner must identify an Owner’s Agent

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43. who resides in Albany County for every Dwelling Unit and provide contact information
44. for this responsible party”; and,
45. WHEREAS, Ordinance #2309, in Section 8.80.070-Effective Date reads “this City
46. Manager may implement the Rental Housing Code incrementally, but the final, full
47. implementation of the ordinance in entirety shall occur no later than May 1, 2023.”
48. THEREFORE, be it resolved that ASUW believes that the portions of the Ordinance that
49. identify that an Owner’s Agent who resides within Albany County must be identified for
50. each dwelling unit be subject to further review, perhaps allowing for such exceptions in
51. cases where the Owner’s Agent resides in close proximity to Albany County, but outside
52. the county limits, or in such cases where the Owner owns fewer than three dwellings;
53. and,
54. THEREFORE, be it further resolved that the ASUW strongly believes that, when such
55. exceptions are made, the Owner must provide documentation that they will be able to
56. attend to property emergencies in a timely manner; and,
57. THEREFORE, be if further resolved that the Associated Students of the
58. University of Wyoming (ASUW) Student Government strongly supports Laramie City
59. Council Ordinance #2309 and the creation of a City Rental Housing Code.

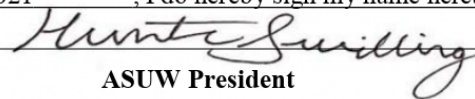
Referred to: Committee of the Whole

Date of Passage: December 7th, 2021 **Signed:**



(ASUW Chairperson)

“**Being enacted on** December 7th, 2021 _____, I do hereby sign my name hereto and
approve this Senate action.” _____



ASUW President

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Addendum A

ORIGINAL ORDINANCE NO: 2039 INTRODUCED BY:
ENROLLED ORDINANCE NO:

AN ORDINANCE ADDING LARAMIE MUNICIPAL CODE SECTION 8.80 RELATED TO LARAMIE RENTAL HOUSING CODE

WHEREAS, the goal of the program is to help renters and owners communicate with each other so they can resolve their issues without further city involvement or legal action;

WHEREAS, the program is complaint driven and requires documented written communication from the renter to the owner/manager at least ten (10) days before a complaint will be accepted by the City.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LARAMIE:

Section 1: Adding to Laramie Municipal Code Section 8.80 as follows:

8.80-Laramie Rental Housing Code

Section 8.80.010 through 8.80.070 of this code is the "City Rental Housing Code."

8.80.010- Purpose.

The purpose of the City Rental Housing Code is to provide minimum habitability criteria to safeguard health, property and public wellbeing of the owners, occupants and users of rental housing and is intended to supplement rather than conflict with the habitability standards Wyoming State statutes.

8.80.020- Definitions

In the City Rental Housing Code the following terms and phrases have the following meanings:

"Building Codes". The currently adopted editions of the Fire, Building, Mechanical, Electrical, Plumbing and Fuel Gas Codes in the City of Laramie.

"Carbon Monoxide Alarm". A device that:

- (a) Detects carbon monoxide;
- (b) Produces a distinctive audible alert when carbon monoxide is detected;
- (c) Conforms to State Fire Marshal rules and State adopted Fire Code;
- (d) Is listed by Underwriters Laboratories or any other nationally recognized testing laboratory or an equivalent organization.

"Carbon Monoxide Source". A heater, fireplace, appliance or cooking source that uses coal, kerosene, petroleum products, wood or other fuels that emit carbon monoxide as a by-product of combustion, or an attached garage with an opening that communicates directly with a living space.

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"City Manager". The city manager or the manager's designee.

"Dwelling unit". A building or portion of a building that is used as a home, residence or sleeping place by one or more persons. For purposes of this City Rental Housing Code, where portions of a residential building are occupied under separate rental agreements, with no shared eating, cooking, and/or sanitation facilities, each portion under a separate rental agreement shall be considered a dwelling unit.

"Essential Services". Heat, plumbing and plumbing fixtures, gas, electricity, light fixtures, locks for exterior doors, latches and screens for opening windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and, any other service or habitability obligation imposed by the rental agreement or W.S. §1-21-1202, the lack or violation of which creates a threat to the tenant's health, safety or property or makes the dwelling unit unfit for occupancy.

"Owner's Agent". A responsible party identified by property Owner for every Dwelling Unit residing within Albany County;

"Rental agreement". All written or oral agreements concerning the use and occupancy of a dwelling unit and premises. "Rental agreement" includes a lease.

"Rental housing". A dwelling unit which is the subject of a rental agreement, except the following living arrangements:

- (a) Occupancy in transient lodging;
- (b) Occupancy in hospitals and other medical facilities;
- (c) Occupancy in residential care facilities licensed by the State;
- (d) Occupancy in institutions providing educational, counseling, religious or similar service, but not including residence in privately held or non-dormitory housing;
- (e) Occupancy in a dwelling occupied for no more than 90 days by a purchaser prior to the scheduled closing of a real estate sale or by a seller following the closing of a sale, as permitted under the terms of an agreement for sale of a dwelling unit or the property of which it is a part;
- (f) Occupancy by a member of a fraternal or social organization in a structure operated for the benefit of the organization;
- (g) Occupancy in a dwelling by a squatter;
- (h) Occupancy in a dwelling by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises;
- (i) Occupancy by an owner of a condominium unit or holder of a proprietary lease in a cooperative; and
- (j) Occupancy in premises rented to be used by the occupant primarily for agricultural purposes.

"Transient lodging". A house, room or suite of rooms which is occupied not as a principal residence by persons for periods of less than thirty (30) consecutive days, not including long term lodging arrangements in hotels and motels.

8.80.030- General Requirements for Rental Housing

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All Rental Housing in the City must meet and be maintained in accordance with the following standards:

A. Structural Integrity. Roofs, floors, walls, foundations, and all other structural components shall be capable of resisting loads prescribed by the building code in effect at the time of construction.

B. Plumbing.

1. Plumbing systems shall be in a safe and sanitary condition and shall be free of defects, leaks and obstructions. The presence of significant visible concentrations of mold may be a symptom of faulty plumbing or drainage, and must be abated, however, the presence of mold, by itself, is not a violation for purposes this section.

2. Repairs must be permanent rather than temporary and shall be through generally accepted plumbing methods installed in a workmanlike manner by a licensed contractor.

C. Heating.

1. A permanently installed heat source able to provide a room temperature of sixty-eight (68) degrees Fahrenheit. Portable space heaters may not be used to achieve compliance with this section.

2. All heating devices or appliances shall conform to applicable law at the time of installation.

3. Ventilation for fuel-burning heating appliances shall be as required by the applicable Building, Fire, and Mechanical Code at the time of installation.

4. Repairs must be permanent rather than temporary and shall be through generally accepted heating methods installed in a workmanlike manner by a licensed contractor.

D. Weatherproofing.

1. Roof, exterior walls, windows and doors shall be maintained to prevent water intrusion into the building envelope which may cause damage to the structure or its contents or may adversely affect the health of an occupant. The presence of significant visible mold may be a symptom of faulty weatherproofing, however, the presence of mold, unless in visible concentrations, by itself, is not a violation for purposes of sections 8.80.030 of this code.

2. Repairs must be permanent rather than temporary and shall be through generally accepted construction methods installed in a workmanlike manner.

E. Security. Doors and windows leading into a dwelling unit must be equipped with locks and shall be maintained in a condition so as to restrict access into the dwelling unit.

F. Smoke detectors. Every dwelling unit shall be equipped with an approved and properly functioning smoke alarm or smoke detector installed and maintained in accordance with the state building and fire code, and applicable rules of the State Fire Marshal.

G. Carbon Monoxide Alarms. Every dwelling unit that contains a carbon monoxide source shall be equipped with at least one approved and properly functioning carbon monoxide alarm installed

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and maintained in accordance with State Fire Marshal rules, applicable requirements of the state building and fire code, and the Wyoming Revised Statutes. A dwelling unit that is located within a structure that contains a carbon monoxide source and is connected to the room in which the carbon monoxide source is located by a door, ductwork or a ventilation shaft is considered to contain a carbon monoxide source.

H. Electrical.

1. Electrical systems, including electrical outlets, light fixtures and light switches, shall be in good working order.
2. Electrical systems shall conform to applicable law at the time of installation.
3. Repairs must be permanent rather than temporary and shall be through generally accepted electrical methods in a workmanlike manner by a licensed contractor.

I. Appliances. All appliances that are furnished by the landlord must be in good working order and shall be maintained by the landlord.

J. Pests. Every dwelling unit must be maintained free of pests. At a minimum, the landlord must provide commercially available pest control measures, traps, treatments, and the sealing of gaps and holes in the dwelling structure.

K. Egress/Ingress. Every dwelling unit must include not less than two points of egress/ingress.

L. Mold. Every dwelling unit must be maintained free of dangerous concentrations of mold. If significant visible mold results for any reason, repairs must include removing the mold, which may include mold on or in interior walls, ceilings, sheetrock, insulation, floors, carpets or carpet backing and documentation from a third party mitigator stating the issue has been resolved.

8.80.040- Enforcement Upon Receipt of Complaint

A. Authority. The City Manager shall enforce the City Rental Housing Code.

B. Complaint - Generally

Any person who is party to a Rental Agreement may seek enforcement of this Code by filing a written complaint and submitting the required fee with the City Manager.

C. Complaint - Requirements

1. A complaint must be in writing and may be filed in person, by mail, or with online form.
2. Payment of the required fee.
3. A person who files a complaint must be a party to the current rental agreement covering the property in question or an agent of the party, and must, before filing the complaint, have in writing notified the property owner or owner's agent of the subject of the complaint at least ten (10) days prior to filing the complaint.
4. A complaint must include the following:

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- a. Name of person filing the complaint and, if different, the name of the affected tenant. Complaints may not be submitted anonymously;
- b. Name of the owner and the owner's agent;
- c. Address of the dwelling unit with the alleged violation;
- d. A complete description of the alleged violation along with date(s) owner was notified by tenant of the alleged violation(s) and a complete copy of all renter and owner correspondence under W.S. 1-21-1203 (b); and
- e. A copy of the written notice of the alleged code violation that has been sent by the tenant to the owner or the owner's agent.

D. Complaint – Initial Steps

Before investigating a complaint, the City Manager shall:

1. Confirm that the complainant has standing to file a complaint;
2. Confirm that the subject of the complaint could be a violation of this code;
3. Except for complaints regarding lack of essential services, confirm that the owner or the owner's agent has had ten (10) days since mailing of the written notice by the tenant to respond to the complaint;
4. For complaints involving lack of essential services, confirm that the owner or owner's agent has had forty-eight (48) hours from the time the tenant provided written notice to respond to the complaint; and
5. Provide notice to the owner and the owner's agent of the complaint.

E. Complaint - Investigation.

1. The City Manager shall conduct an investigation to confirm the validity of the complaint. The investigation shall include contact with the tenant and the owner or owner's agent.
2. If the City Manager determines that the complaint is not valid, the case shall be closed, and all parties notified.
3. If the City Manager determines that the complaint is valid, the City Manager shall issue a notice and order pursuant to subsection G. of this section.

F. Complaint – Inspection and Right of Entry

1. When it may be necessary to inspect to enforce the provisions of the City Rental Housing Code, the City Manager may enter the building or premises at reasonable times to inspect, provided that if such building or premises be occupied, that credentials be presented to the occupant and entry requested. If such building or premises be unoccupied, the City Manager shall first make a reasonable effort to locate the owner, the owner's agent, or other person having charge or control of the building or premises and request entry. If entry is refused by

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the owner, the City Manager shall have recourse to every remedy provided by law to secure entry. If entry is refused by the tenant, the complaint may be dismissed, and the case closed.

2. Inspection shall be limited to the matter of the complaint except when the City Manager or any other City Official may observe any imminent danger under the Building Codes requiring immediate action.

G. Notices and Orders after Investigation.

1. If after investigation of a complaint the condition of a Dwelling Unit is found to be in violation of the City Rental Housing Code, the City Manager shall issue an order to the owner and the owner's agent. The notice and order shall include the following:

- a. Identification of the Dwelling Unit;
- b. A statement the City Manager has found the premises to be in violation of this code as alleged in the complaint;
- c. A description of the violation;
- d. A deadline for completing repairs of ten (10) days, unless the City Manager determines that:
 - i. Repairs are needed to remedy the lack of essential services or correct any situation of immediate danger. Upon making this determination, the City Manager shall fix a deadline for completing the repairs that is reasonable in the circumstances and is within forty-eight (48) hours or at the City Manager's discretion from issuance of the notice and order. However, if the City Manager determines that the repairs cannot be completed within forty-eight (48) hours, the owner or owner's agent shall, within forty-eight (48) hours, submit a compliance schedule acceptable to the city; or
 - ii. The necessary repairs of non-essential services cannot be completed within the ten (10) day period. If the City Manager makes such a determination, the owner or owner's agent shall submit a compliance schedule acceptable to the city within ten (10) days;
- e. A statement advising the owner and the owner's agent that if the required repairs are not completed by the deadline stated in the notice and order, the City Manager may initiate a prosecution in municipal court alleging a violation of the City Rental Housing Code; and
- f. The date after which a reinspection will be scheduled.

2. The City Manager shall mail the order, and any amended or supplemental notice and order, to the tenant and to the owner or the owner's agent by first class mail. If the complaint involves lack of essential services, the City Manager shall provide such notice and order by e-mail, phone, and/or personal delivery.

PASSED: 20-0-2

Addendum E

City of Laramie's Rental code

<https://www.cityoflaramie.org/1207/Rental-Housing-Code>

RENTAL HOUSING CODE

Rental Housing Code LMC 8.80

The Laramie City Council approved Enrolled Ordinance No. 1802 on January 4, 2022 requiring the registration of rental housing, setting minimum habitability standards, and establishing a process to file complaints.

Resources

[Enrolled Ordinance No. 1802](#)- Rental Housing Code

[Enrolled Ordinance No. 1817](#)- Amended Rental Housing Code

[Resolution 2022-10](#), Adopting Fees in Accordance with the Laramie Rental Housing Code, Enrolled Ordinance 1802

[Resolution 2022-16](#), Rental Housing Implementation schedule

[Resolution 2022-73](#), Amended Rental Implementation Schedule

[Rental Housing Habitability Checklist](#)

[Rental Housing Habitability Checklist Fillable PDF](#)

[Rental Housing Property Owner Attestation Form](#) *(For use is property manager/owner's agent is completing the online application.)*

[Rental Housing Fact Sheet](#)

Rental Housing License (Available April 1, 2022)

Please complete the [online application](#) or [paper application](#) along with the processing fee of \$20/year (\$40 for two years) per dwelling unit. A [Rental Housing Habitability Checklist](#) may accompany the application. *(Chrome is the suggested web browser for this software optimization.)*

Check payments can be mailed in to the City Clerk's Office, PO Box C, Laramie, WY 82073 or delivered to the City Clerk's Office in person.

Timeline

Rental housing requirements will be phased in during calendar year 2022 as follows:

June 30, 2022 - Residential Rental Registration Program begins (8.8.060)

January 1, 2023- Habitability Standards Enforcement (8.80.030)

January 1, 2023- Complaint Resolution Program (8.80.040)

January 1, 2025- Egress/ingress/emergency escapes in sleeping areas must be compliant

The City will provide education and support throughout the year. Call or email us if you have any questions at City Clerk's Office (307)721-5220 or Code Administration (307)721-5271.

Definitions

"Dwelling Unit"- A building or portion of a building that is used as a home, residence or sleeping place by one or more persons, except for the listed exclusions set forth in the definition of Rental Housing, subdivisions (a) through (j) below. For purposes of this City Rental Housing Code, where portions of a residential building are occupied under separate rental agreements, with no shared eating, cooking, and/or sanitation facilities, each portion under a separate rental agreement shall be considered a dwelling unit.

"Essential Services" - Heat, plumbing and plumbing fixtures, gas, electricity, light fixtures, locks for exterior doors, latches and screens for opening windows and any cooking appliance or refrigerator supplied or required to be supplied by the landlord; and, any other service or habitability obligation imposed by the rental agreement or W.S. §1-21-1202, the lack or violation of which creates a threat to the tenant's health, safety or property or makes the dwelling unit unfit for occupancy.

Filing a Complaint for Alleged Code Violation

To fill a complaint with the City of Laramie for alleged violations of minimum habitability standards please complete the following steps in accordance with Laramie Municipal Code 8.80.040:

1. The complainant must be a party to the current rental agreement covering the property in question or an agent of the party, and must, before filing the complaint, have in writing notified the property owner or owner's agent of the subject of the complaint at least ten (10) days prior to filing the complaint. The complaint must include:

- Name of person filing the complaint and, if different, the name of the affected tenant.
Complaints may not be submitted anonymously;
- Name of the owner and the owner's agent;
- Address of the dwelling unit with the alleged violation;
- A completed description of the alleged violation along with date(s) owner was notified by tenant of the alleged violation(s) and a complete copy of all renter and owner correspondence under W.S. 1-21-1203(b); and
- A copy of the written notice of the alleged code violation that has been sent by the tenant to the owner or the owner's agent.

2. Complete an [online complaint form](#).

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Registered Properties

Coming after January 1, 2023.

