



Staff Report

BUILDING SERVICES, CIVIL ENFORCEMENT

To: Appeals Hearing Officer
From: Nicholas Rush, Legal Investigator / nicholas.rush@slc.gov or 801-535-6689
Date: March 1, 2026
Hearing Date: May 21, 2026
Re: HAZ2025-04122, PLNAPP2026-00088

Appeal of Administrative Decision

PROPERTY ADDRESS: 1544 E Tomahawk Dr
PARCEL ID: 09-33-128-010-0000
ZONING DISTRICT: FR-3/12,000 Foothills Residential District
APPELLANT: Avid Amiri, Property Owner

ISSUE:

Whether staff erred in issuing a Notice and Order evidencing short-term rental usage.

STANDARD OF REVIEW:

This is an appeal of an administrative decision pertaining to an enforcement of Salt Lake City's zoning code, which is found in Title 21A of the Salt Lake City Code ("City Code"). The appeals hearing officer, established pursuant to Section 21A.06.040, is the City's designated land use appeal authority on appeals of administrative decisions, which include enforcement actions. As per subsection 21A.20.030.H. "The responsible party shall have the right to contest the notice and order at an administrative hearing in accordance with [Chapter 21A.16.](#)" In accordance with Section 21A.16.030.A, an appeal made to the appeals hearing officer shall identify "the decision appealed, the alleged error made in connection with the decision being appealed, and the reasons the appellant claims the decision to be in error." The appeals hearing officer's review of the administrative decision is de novo. City Code 21A.16.030.I.1. It is an

appellant's burden to prove that the decision made by the zoning administrator was incorrect. City Code 21A.16.030.J.

CIVIL ENFORCEMENT DECISION:

Based on the provisions of the Zoning Ordinance sections 21A.33.020 and 21A.62.040, Civil Enforcement gathered evidence supporting the claim that the property owner was operating a short-term rental business in a residential zone. Subsequently, a Notice and Order was issued on January 29, 2026.

APPLICABLE ORDINANCES:

21A.33.020 - Land Use Table for FR-3/12,000 Residential District

21A.62.040 - Definition of 'Dwelling'

DWELLING: A building or portion thereof, which is designated for residential purposes of a family for occupancy on a monthly basis and which is a self-contained unit with kitchen and bathroom facilities. The term "dwelling" excludes living space within hotels, bed and breakfast establishments, shared housing developments boarding houses and lodging houses.

APPEAL:

The subject property is a single-family residence located in the FR-3/12,000 Foothills Residential District. It is subject to the land use tables in Section 21A.33.020, permitted and conditional uses for residential districts. Per 21A.33.020, short-term rentals are not permitted in the FR-3 zone nor are similar uses permitted, such as "bed and breakfast" or "hotel/motel".

The appellant claims that the Notice and Order issued January 29, 2026, erred in determining that a short-term rental use was occurring at the subject property. The appellant claims the City ignored exculpatory evidence in the form of a 30-day lease and camera footage, did not respond to a GRAMA request for the subject property in a time-frame that would allow an informed defense of the cited violation, and that the short-term rental web listings are used solely for billing, advertising and negotiating rather than for bookings of actual stays.

The evidence provided to our department by the appellant was duly considered but deemed inconclusive with respect to compliance.

The appellant asserts that the City "ignored" exculpatory evidence in determining whether the subject property was in violation of the applicable ordinance. The evidence cited by the appellant consisted of a lease covering the period of January 15 through February 15, 2026, as well as camera footage that the appellant contends shows the same occupants remaining at the property beyond the dates reflected on

the Airbnb booking receipt obtained by the City. The evidence submitted by the appellant beginning on January 29, 2026, and thereafter was continually reviewed by the Code Enforcement Officer in consultation with supervisors and management. At that time, it was determined that the City possessed sufficient evidence to proceed with issuance of a Notice and Order.

Specifically, the City considered evidence (Exhibit 5) of a booking provided by the occupant from within an Airbnb profile showing receipt of a current short-term stay at the subject address. This evidence was deemed conclusive and was afforded greater evidentiary weight than the lease documentation and video footage provided by the appellant. The information provided to us at the door by Mr. Pirtle, the short-term occupant (and apparent lessee) of the unit, directly contradicted the existence of any lease, as well as booking data from VRBO, which overlaps with the purported lease (Exhibit 4). The individual confirmed he was staying on a short-term basis through Airbnb and presented a receipt supporting that claim. In addition, the City had obtained corroborating evidence from hosting websites and related software tools indicating that the property was being offered for short-term rental, including listings, short-term reviews, records indicating prior and future short-term stays, as well as ancillary evidence such as vehicles with out of state license plates (Exhibits 3,4,5).

Lastly, the appellant requested time extensions as noted in his appeal. The first request for an extension was made on January 30, 2026. This request prima facie indicates an acknowledgment of non-compliance. Also, the lease agreement was provided a day before the extension request. It is unclear why a time extension would be necessary in light of the “exculpatory lease”.

The appellant was granted all GRAMA (Government Records and Management Act) documents requested four days prior to appeal deadline.

The appellant asserts that his initial GRAMA request for records related to the subject property, submitted on December 23, 2025, did not result in responsive records being provided before the expiration of the 10-day deadline to appeal the Notice and Order. He therefore argues that the City denied him the ability to prepare a defense for this appeal. However, the record reflects otherwise.

Utah Code 63G-2-204(4)(b) requires a governmental response to a request for records within ten days from the receipt of request. Appellants initial GRAMA request was submitted on December 23, 2025 (C-2025-620) and was denied on grounds permitted under state law (63G-2-305(10)(a)). The appellant contested that denial with the City Recorder and made a new request on January 29, 2026 (C-2026-99). The responsive records associated with the January 29, 2026 request were released on February 4, 2026, (Exhibit 7).

Pursuant to Section 21A.16.030, the deadline for filing an appeal of this nature is 10 days from the date of the decision. In this instance, the relevant date is the postmark date on the Notice and Order, which was January 29, 2026; ten calendar days from that date was February 8, 2026. The City released the responsive records for the subject property on February 4, four days prior to the expiration of the appeal period. Also, since the hearing on this matter is scheduled for May 21, 2026, the appellant has had ample time to review the documents in preparation for the hearing.

Nevertheless, the notion that not possessing GRAMA records for the subject property somehow inherently nullifies the City's Notice and Order is faulty reasoning, the two are simply unrelated. The determination of a violation is based on the investigations at the property, online, via software, and the applicable code requirements, not on whether records were obtained through the GRAMA process.

The Notice and Order was not issued solely based on online advertisements, but on additional evidence of short-term rental activity at the property.

The appellant asserts that he is allowed to use any platform to advertise, bill, and negotiate his rental properties as long as the "final lease" reflects a 30-day minimum. Utah Code § 10-8-85.4 provides that a municipality may not impose a penalty solely because a property is advertised on a short-term rental website. The City recognizes this limitation and does not issue violations based only on the existence of an online advertisement. As subsection 3 of the law states, a municipality may use:

...a listing or offering of a short-term rental on a short-term rental website as evidence that a short-term rental took place so long as the municipality has additional information to support the position that an owner or lessee violated a municipal ordinance.

Advertising a prohibited land use does not shield the activity from enforcement. With respect to the assertion that rentals may be billed or negotiated on any platform, the City does not dispute that no ordinance regulates the choice of billing, negotiating or advertising platform. However, the issue is not the platform used, but the use of the property. Short-term rental land use is prohibited in the FR-3 zoning district, and a dwelling, as defined by the City, does not allow occupancy for periods of less than a month-to-month basis (21A.62).

CASE SUMMARY:

- **August 20, 2025:** Civil Enforcement received a voicemail alleging short term rental use at multiple addresses, including the subject property. A case was opened for the subject property.
- **Sept 25th inspection:** Three active listings were found on the hosting sites: two on Airbnb, and one on VRBO. The listings were set for 4-night minimums and indicated a past stay on September 4th-6th, 2025.

A separate software tool utilized by the City indicated active short-term bookings. (Exhibit 3)

- **October 24 inspection:** Three active listings were found on the hosting sites: two on Airbnb, and one on VRBO. The listings were set for 3-night minimums. The software tool utilized by the City indicated active short-term bookings. (Exhibit 9)
- **November 25 inspection:** Three active listings were found on the hosting sites: two on Airbnb, and one on VRBO. The Airbnb listing was set for 3-night minimums. The software tool utilized by the City indicated a future short-term booking for December 30-31st, 2025. (Exhibit 9)
- **December 18 inspection:** Three active listings were found on both Airbnb and VRBO for minimums less than 30 days. The calendar from VRBO indicated a future short-term booking on December 21st-28th, 2025. The software tool indicated potential short-term rental activity. (Exhibit 9)
- **January 21 inspection:** Three active listings were found on the hosting sites: two on Airbnb, and one on VRBO. Inspector noted a review on VRBO from a "Jon A." stating that Mr. A rented for four nights in October 2025. The software tool indicated a past stay on January 1st-3rd, 2026 and that this stay was booked on December 26, 2025. Calendars on Airbnb and VRBO indicated future bookings for January 28 through February 1, 2026 and February 11-February 15, 2026. (Exhibit 4)
- **January 29 inspection:** Civil Enforcement Officer conducted inspection at subject property and spoke with an occupant at the door who stated he was visiting Salt Lake City for a couple of days. The occupant provided a screenshot from within an Airbnb account showing a current reservation with 'current trip' details for dates January 27th-February 3rd, 2026 at the subject address. This was corroborated by the web calendar, and a Notice and Order was issued and mailed out the same day. In addition, the Officer was informed by appellant of a 30-day lease for the subject property and was sent a document to this effect almost immediately after the inspection. (Exhibit 5)
- **February 5:** Daily fines of \$200/day begin. (Exhibit 9)
- **February 10 inspection:** Officer visited subject property and observed more than half a dozen trash bags outside, vehicles removed, and all indications were that the party observed during the January 29, 2026 inspection had left and the property was cleaned. (Exhibit 8)
- **February 12 inspection:** Officer conducted onsite inspection and observed no activity.
- **February 15:** Officer observed all listings for the subject property were removed, no future bookings were found, and no short-term occupancy was observed at the subject address. Fines stopped on this day. (Exhibit 9)
- **February 26:** New complaint received. The complainant contacted the Civil Enforcement Office and reported that short-term rental activity had resumed at the subject property. The complainant observed multiple vehicles with out-of-state license plates arriving at the residence. (Exhibit 9)

NEXT STEPS:

If the administrative decision is upheld, the nightly rental offerings in a residential district may not continue. If the administrative decision is overturned, the property owner may continue hosting nightly rentals in a

residential district contrary to City Code Section 21A.33.020 for FR-3/12,000 Residential District. Any decision on this appeal can be appealed to Third District Court within 30 days. SLCC Section 21A.16.040.

EXHIBITS:

1. [Notice and Order](#)
2. [VRBO review 10/25/25](#)
3. [Rentalscape data/listing 9/25/25](#)
4. [Rentalscape data/calendar 1/21/26](#)
5. [Inspection photos/evidence 1/29/26](#)
6. [Email from appellant re: time extension](#)
7. [GRAMA completion 2/4/26](#)
8. [Inspection photo 2/10/26](#)
9. [Case Summary](#)
10. [Appellant Petition](#)
11. [Neighbor Statement](#)

EXHIBIT 1: Notice and Order

ERIN MENDENHALL
Mayor



DEPARTMENT of COMMUNITY
and NEIGHBORHOODS
Building Services

NOTICE AND ORDER - CIVIL SHORT TERM RENTAL

January 29, 2026

Warburg International Real Estate Investments LLC
556 Main Street
Charlestown Nevis KNA KN0802

Property located at 1544 East Tomahawk Drive, Salt Lake City, Utah
Parcel No.: 09-33-128-010 Case No.: HAZ2025-04122
USPS Tracking #: 9114 9022 0078 9711 7371 90

NOTICE: Notice is hereby given that the subject property was found to be in violation of Title 21A of the Salt Lake City Code which was enacted to maintain the life, health, safety, and general welfare of the inhabitants of Salt Lake City. This Notice is issued following an inspection conducted on January 29, 2026, which identified the following violations:

Ordinance Reference	Description of Violation	Daily Fine
Table 21A.33.020 21A.62.040 (Short Term Rentals) 21A.20.040.A It is unlawful to use any building or portion thereof, which is designated for residential use as a dwelling, in violation of the one or more of the following: 1. Table of Permitted and Conditional Uses for Residential Districts: A hotel/motel, bed and breakfast, bed and breakfast inn, or other similar commercial uses such as short-term rentals, Airbnb, VRBO, etc. are not an allowed use in the FR, R, SR, and RMF districts. 2. DWELLING means: A building or portion thereof, which is designated for residential purposes of a family for occupancy on a monthly basis and which is a self-contained unit with kitchen and bathroom facilities. The rental of a dwelling for periods less than 30 days is not allowed in your residential district and cannot be licensed as such. Fines for violations pertaining to use of a dwelling unit shall be per dwelling unit.	Short Term Rentals are not allowed in your residential neighborhood. Your property is located on zone FR-3, which does not allow Short Term Rentals. Please modify all web listings to reflect a minimum of 30 days to book or remove listings.	\$200 per day

ORDER: You are hereby ordered to cure the zoning violations within **three (3) days** from the date of this Notice and Order. **IF YOU FAIL TO COMPLY WITH THIS NOTICE AND ORDER AND/OR FAIL TO REMEDY THE VIOLATIONS AS SET FORTH IN THIS NOTICE AND ORDER THE CITY WILL PURSUE LEGAL REMEDIES, INCLUDING BUT NOT LIMITED TO:**

- Record, with the Office of the Salt Lake County Recorder, on the title of the property a Certificate of Noncompliance detailing the violations
- Assess DAILY civil penalties, in an amount specified herein, pursuant to Salt Lake City Ordinance Title 21A.20.050.

APPEAL PROCESS: Any person having any record, title, or legal interest in this property may contest the legitimacy of the zoning violations for which they were cited (but not the amount of the fine). An appeal may be filed with the Salt Lake City Planning Division within 10 days from the date of this notice. The Appeal of Administrative Decision application may be obtained online at <https://www.slc.gov/planning/applications/>. The fee for filing an appeal is \$316.

CIVIL ACTION: If the penalties imposed remain unsatisfied after seventy days (70) from the receipt of this Notice and Order, or when the penalty amounts to Five Thousand Dollars (\$5,000), the City may use such lawful means as are available, such as the Small Claims Court, to collect such penalty, including court costs and attorneys' fees. Commencement of any action to correct the violation shall not relieve the person cited of the responsibility to make payment of subsequent accrued civil penalties, nor shall it require the City to reissue any of the Notices required by Title 21A.

SALT LAKE CITY CORPORATION
349 SOUTH 200 EAST SUITE 400
P.O. BOX 145481, SALT LAKE CITY, UTAH 84114-5481

WWW.SLC.GOV
TEL 801.535.7225 FAX 801.535.6597

TIME EXTENSIONS MAY BE GRANTED BY THE CIVIL ENFORCEMENT OFFICER. ALL REQUESTS FOR TIME EXTENSIONS MUST BE IN WRITING AND MUST BE RECEIVED PRIOR TO THE INITIAL 3-DAY DEADLINE.

I can be reached Tuesday through Friday between 7:00 a.m. to 5:00 p.m. at **801-535-6191 (Office) 801-889-6488 (Cell) or by email at Carlos.Ramirez@slc.gov**. Please contact the inspector once compliance has been attained.

IN COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA) THE FOLLOWING INFORMATION IS PROVIDED; FAX NUMBER (801) 535-6174, TDD NUMBER 711.

Respectfully,

Carlos Ramirez
Carlos Ramirez (Jan 29, 2026 11:13:30 MST)
Carlos Ramirez
Civil Enforcement Officer, 801-535-6191

EXHIBIT 2: VRBO Review 10/25/25

12/18/25, 7:45 AM

Travel: Vacations, Cheap Flights, Airline Tickets & Airfares

Vrbo Open app USD Trip Boards List your property Help My trips Sign in

See all properties Share Save

Guest reviews

9.4/10 Exceptional
14 verified reviews

What guests liked

- The property was well-appointed, spacious, and had excellent views. (2 reviews)
- The property offered various entertainment options including a grill, kitchen, pool, and ping pong table. (1 reviews)
- Trails were great and easily accessible right out the front door. (1 reviews)

From real guest reviews summarized by AI.

Cleanliness 8.8
Check-in 10
Communication 10
Location 9.8
Listing accuracy 9.2
[See less](#)

All reviews
Traveler type Reviews with photos
Sort by Most Relevant

6/10 Okay
This was a beautiful house in a wonderful neighborhood. It has very nice furniture and great amenities. The issue we had is that the kitchenware (pots & pans) were
Liked: check-in, communication, location, listing accuracy
Jonathan A.
Stayed 4 nights in Oct 2025
Traveled with family and young children
Verified review
Thank you for your feedback. It was a pleasure hosting you. We have since updated t available for guests. We apologize for the oversight!
VrboOwner - Host
Only travelers who have booked a stay with us can submit a verified review. We publish all reviews, positive or negative, that are within our guidelines.
[Learn more](#)

10/10 Excellent
Great place to stay
Everyone enjoyed the house. Having two kitchens was nice with such a large group.
Liked: cleanliness, check-in, communication, location, listing accuracy
T.J.E.
Stayed 4 nights in Jan 2025
Traveled with group
Verified review

10/10 Excellent
Stay for the views
Beautiful place. Plenty of activities for the kids. And Dennis was nice enough to heat the pool for us even though it was a little early in the season.
Liked: cleanliness, check-in, communication, location, listing accuracy
Brad W.
Stayed 7 nights in May 2025
Traveled with family and young children
Verified review

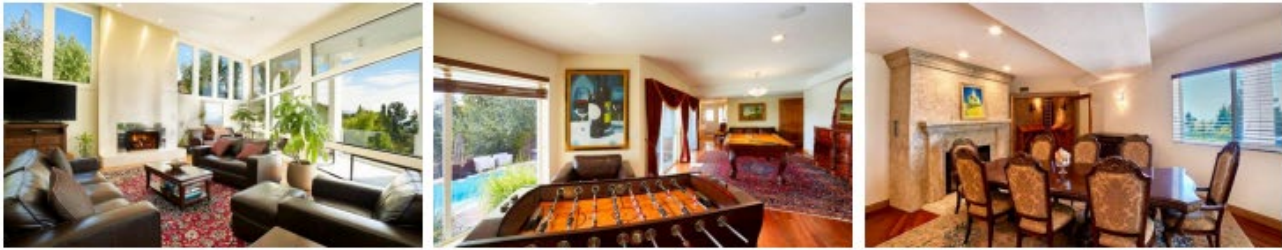
10/10 Excellent
Epic retreat!
We loved the property--it was very well appointed with lots of luxurious extras. The location was fabulous and well suited to match our interests.
Liked: cleanliness, check-in, communication, location, listing accuracy
Carolyn H., Stamford, CT
Stayed 10 nights in Mar 2022
Verified review
It was a pleasure hosting you! Thanks for the feedback.
VrboOwner - Host

Bedroom 1 Bedroom 2 Bedroom 3

EXHIBIT 3: Rentalscape data/listing 9/25/25

9/25/25, 8:54 AM

Rentalscape

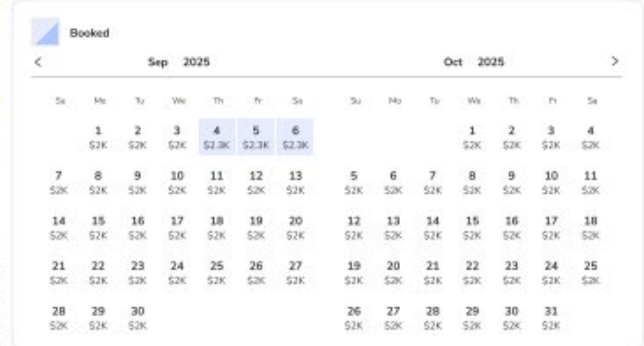


1544 E Tomahawk Dr Salt Lake City UT 84103

Booking Activities

Possible Violations (6)
 Minimum stay advertised is < 30 (3)
 Minimum stay booked is < 30 (3)

All (7) Vrbo (3) Airbnb (4)



Vrbo 1824645

Dispute Address History Live Listing

Host: Dennis H. Bedroom advertised: 8
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2019-11-14

Airbnb 614433576228562689

Dispute Address History Live Listing

Host: Mark And Dennis Bedroom advertised: 7
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2022-05-12

Aggregate Statistics



Vrbo 1876427

Dispute Address History Not Live

Host: Dennis H. Bedroom advertised: 3
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2020-01-08



Airbnb 50382750

Dispute Address History Live Listing

Host: Premier Hosting Bedroom advertised: 7
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2021-06-14

Vrbo 1647549

Dispute Address History Not Live

Host: Dennis H. Bedroom advertised: 6
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2019-01-26

Airbnb 32813546

Dispute Address History Not Live

Host: Premier Hosting Bedroom advertised: 7
 STR License displayed: None Occupancy advertised: 14
 Unit type: Full Unit Rental Structure Main Structure
 First seen: 2019-03-03

Rentalscape Property Overview - 9/25/2025 / 8:54:23 A

https://rentalscape.deckard.technology/ut-salt-lake-city-of-salt-lake-city/home/APN-UT-SALT_LAKE-0933128010/overview

1/2



Home > Vacation Rentals > United States of America > Utah > Salt Lake County > Salt Lake City >

MtnTop Mansion! 5 Mins to Downtown, PRIVATE Theater, Hot Tub, Gym, Heated Pool, Salt Lake City

Where to? Salt Lake City,...

Dates Sep 26 - Oct 1

Travelers 2 travelers

Search

See all properties

Save

Entire home

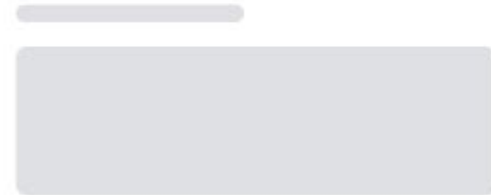
MtnTop Mansion! 5 Mins to Downtown, PRIVATE Theater, Hot Tub, Gym, Heated Pool



Overview Amenities Policies Location

9.8 Exceptional

See all 12 reviews >



8 bedrooms 5 bathrooms Sleeps 14 7000 sq ft

Popular amenities

- Hot Tub
- Dryer
- Kitchen
- Washer
- Fireplace
- Barbecue grill

See all >

Explore the area



University of Utah Hospital 16 min walk

Please be advised that the property has security cameras monitoring the front door and driveway for security purposes.

This property is being rented in accordance with Salt Lake City Code 21A.33.020 and 21A.62.040 including without limitation all minimum stay requirements therein.

Amenities

- Pool
 - Kitchen
 - Dryer
 - Hot Tub
 - Washer
 - Pet friendly
- [See all 73 amenities](#)

About the host



Dennis H.
Host

10/10 Communication rating	53% Acceptance rate	10/10 Ease of check-in
--------------------------------------	-------------------------------	----------------------------------

Languages: English

[Contact host](#) [View profile](#)

VrboCare™ is included with every booking
If your stay goes sideways, we'll step in to help make it right.
[Discover VrboCare™ →](#)

Non-refundable ⓘ
Your dates are available

Start date → End date

January 2026							February 2026						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31							

\$1,774
\$10,643 for 6 nights
✓ All fees included
[Price details >](#)

Average nightly prices based on the minimum length of stay

[Clear dates](#) [Submit](#)

Get instant answers with AI powered search of property information and reviews.

Ask a question
Is there free parking?

House Rules

- Check in after 3:00 PM
- Minimum age to rent: 25
- Check out before 10:00 AM
- Children**
Children allowed: ages 0-17
- Events**
No events allowed
- Pets**
Pets allowed: dogs less than 50 lbs per pet (limit 2 pets total)

EXHIBIT 5: Inspection photos/evidence 1/29/26

Wed, 28 Jan 2026 04:34 PM
Location (40.781953, -111.843803)
1544 E Tomahawk DR Salt Lake City UT 84103



Wed, 28 Jan 2026 04:32 PM
Location (40.781953, -111.843803)
1544 E Tomahawk DR Salt Lake City UT 84103



Jan 28, 2026 at 4:32:01 PM
1544 E Tomahawk Dr

Thu, 29 Jan 2026 09:52 AM
Location (40.782008,-111.843637)
1539 E Tomahawk DR Salt Lake City UT 84103

Salt Lake City

Check in today



Home in Salt Lake City

Jan 27 - Feb 3 · Hosted by Mark
And Dennis

1544 East Tomahawk
Drive
Salt Lake City, UT 841...

Get
directions

Tue
27



Check in after 3:00 PM
View instructions and wifi

Explore

Wishlists

Trips

Messages

Profile

Jan 29, 2026 at 9:52:24 AM
1539 E Tomahawk Dr

EXHIBIT 6: Email re: time extension

From: aamiriemail <aamiriemail@gmail.com>
Sent: Friday, January 30, 2026 5:02 PM
To: Ramirez, Carlos <Carlos.Ramirez@slcgov.com>
Subject: (EXTERNAL) FW: Request for Extension

Caution: This is an external email. Please be cautious when clicking links or opening attachments.

Please advise on the below.

I was told GRAMA request documents would be provided today and they have not nor would I have ample time to review if these were to have been provided as they are weeks past deadline and you have only allowed 3 days for an appeal.

I again repeat my request for an extension as per the below Notice.

According to the City Records Office the original denial was too broad and therefore improper and these are now further delayed because Civil Enforcement overly redacted documents and this was additionally improper so these were sent back to Civil Enforcement to remove the excessive redaction.

Nonetheless, I still have not received GRAMA documents and feel is fitting and appropriate that a request for an extension be approved.

Again repeat, I repeat my request for the **extension** as the 3 day deadline falls on a Sunday. Please advise one way or another so that I am afforded proper due process so that I can plan appropriately.

Thanks,
Avid

----- Original message -----

From: Avid Amiri <aamiriemail@gmail.com>
Date: 1/30/26 9:20 AM (GMT-07:00)
To: "Ramirez, Carlos" <Carlos.Ramirez@slcgov.com>
Subject: Request for Extension

Carlos,

As per the below, I am formally requesting an **extension** within the 3 day period. I am still awaiting materials associated with a GRAMA request submitted Dec 23rd, 2025 and therefore have not had a chance to review them.

Please advise if this is acceptable.

Thanks,
Avid Amiri

EXHIBIT 7: GRAMA completion 2/4/26

City Records Request

-
-
-
-
-

Request Number
C-2026-99

Security Key *****

✓ Complete
🔒 Private

3/11/26, 11:16 AM
JustFOIA Edit Request Number 99
02/04/2026

02/04/2026
10:16 PM

Request Details

Attachment "1544 COMPLETE-Redacted.pdf" downloaded for Attachment Type Response Document (Public Download) and notification was sent.

Citizen

Complete

Name
Avid Amiri

Phone
8015546192

Email
aamiriemail@gmail.com

Address
262 w 600 n

City
Salt Lake City

StateDropdown
Utah

Zip
84103

DepartmentDropdown
Community and Neighborhoods

Description
Second follow up request for: I am the owner of the below properties and request all civil enforcement records for these addresses: 1038 E 800 S, SLC 84102 1072 E Wood Ave., SLC 84105 262 W 600 N, SLC 84103 1544 E Tomahawk Dr., SLC 84103 264 W 600 N, SLC 84103 (this was already requested in previous grama request but results may be included here). This is a follow up request from C-2025-620

DateRange
06/01/2025-12/23/2025

KeyWords

PreferredDeliveryMethod
Electronic

Media
No

Expedited

FeeWaiver
Yes

EXHIBIT 8: Inspection photo 2/10/26

Tue, 10 Feb 2026 09:33 AM
Location (40.782158,-111.843925)
1536 E Tomahawk DR Salt Lake City UT 84103



Feb 10, 2026 at 9:33:51 AM
12 S 1200 E

EXHIBIT 9: Case summary report

Civil Enforcement Case History Report

Saturday, March 7, 2026

INFORMATION

Case # HAZ2025-04122

Sidwell # 09-33-128-010-0000

Address 1544 E TOMAHAWK Dr

Council District:

Owner Info: COGENT PARTNERS LENDING LLC
GLOBAL HOUSE PO BOX AVARUA RAROTONGA

Status: Active

Date Created:

8/20/2025

Inspector: Weinheimer, Craig

Created By:

WC5368

Complete Date:

VIOLATIONS

STR - Short Term Rental

Our office received a voicemail concerning STR rentals at several properties.

Vrbo listing:

<https://www.vrbo.com/1824645>

Airbnb listing #1:

www.airbnb.com/rooms/614433576228562689

Airbnb listing #2:

www.airbnb.com/rooms/50382750

WORK ACTIONS

Comment Type	Action	Inspector	Action Description	Date - Time
Request Comment	In Progress	Carlos Ramirez	Initiate Case	9/24/2025 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INVESTIGATION / RESEARCH: 3 active listings found on web. 2 on Airbnb and 1 on Vrbo platforms, all listings are set up to allow bookings for periods of 4 nights as a minimum. The property has a history of Short Term renting, current investigation suggests that property is not in compliance with city ordinance. Property will continue to be monitored for STR violation.	9/24/2025 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Check web for listings	10/24/2025 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INVESTIGATION / RESEARCH: 3 active listings found on web. 2 on Airbnb and 1 on Vrbo platforms, all listings are set up to allow bookings for periods of 3 nights as a minimum. The property has a history of Short Term renting, current investigation suggests that property is not in compliance with city ordinance. Property will continue to be monitored for STR violation.	10/24/2025 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Check web for listings	11/25/2025 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INVESTIGATION / RESEARCH: Property continues to be listed on Airbnb and Vrbo web sites allowing bookings for periods of less than 30 days. Calendar suggests that there is a potential STR rental happening during Christmas time.	11/25/2025 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Check web for listings	12/18/2025 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INVESTIGATION / RESEARCH: Property continues to advertise on Airbnb and Vrbo platforms allowing to book the property for periods less than 30 days. A potential Short Term stay will be happening on Dec 21-28. A physical inspection will be conducted during that time.	12/18/2025 12:00 AM

Result Comment	In Progress	Carlos Ramirez	INSPECTION: Visited property and there was an SUV parked on the driveway. A blue Mazda SUV. I decided not to knock on the door. A follow up inspection will be conducted on a later date.	12/23/2025 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Potential Short Term stay December 21-28	12/23/2025 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Check web for listings	1/14/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INVESTIGATION / RESEARCH: Property continues to be listed on Airbnb and Vrbo web platforms allowing bookings for periods less than 30 days. The latest review by Jonathan A. on Vrbo listing confirmed a Short Term Stay of 4 nights in October 2025. Vrbo calendar suggest a potential upcoming Short Term Stays on January 28th, 2026 through February 1st, 2026 (4 nights) and February 11th, 2026 through February 15th, 2026 (4 nights). A physical inspection during those dates will be conducted to document and verify activity.	1/14/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INSPECTION: Confirmed activity at property. A Black Cadillac Escalade was parked on driveway without of state plates from Montana (EXW554). I observed some lights on inside the property, knocked on door but no one answered.	1/28/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Upcoming STR stays, visit property and document Jan 28-Feb 1 Feb 11-15	1/28/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	CONTACTED RENTER: Contacted renter. A young nice man opened the door, and introduced himself as Henry. Henry is visiting Salt Lake City on business from Luisiana for a couple of days. Henry was very cooperative with the investigation and provided proof of occupancy and an Airbnb screenshot of the Short Term Rental from January 27th through February 3rd (8 nights). Henry also stated that his mother Tami Pirtle was the one that booked the property. Officer Zimmerman was there at the time of inspection and witnessed the interaction with Henry. Confirmed web calendar and a Notice and Order will be issued.	1/29/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Upcoming STR stays, visit property and make contact Jan 28-Feb 1 Feb 11-15	1/29/2026 12:00 AM
Request Comment	N/O	Carlos Ramirez	Issue STR Notice and Order	1/29/2026 1:40 PM
Result Comment	N/O	Carlos Ramirez	STR NOTICE AND ORDER MAILED OUT AND POSTED:	1/29/2026 1:40 PM
Result Comment	In Progress	Carlos Ramirez	DELIVERY RECEIPT: 9114902200789711737190 Moving Through Network In Transit to Next Facility February 4, 2026 9114902200789711737213 (B) Delivered Delivered, In/At Mailbox PARK CITY, UT 84098 February 2, 2026, 2:30 pm	2/4/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Start Fines	2/4/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	CERT. OF NON-COMPLIANCE UPLOADED:	2/5/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Upload Cert of Non-compliance	2/5/2026 12:00 AM
Result Comment	Fines	Carlos Ramirez	FINES BEGIN LETTER MAILED OUT: Letter was also sent to alternate address.	2/5/2026 12:00 AM
Request Comment	Fines	Carlos Ramirez	Mail out Fines Begin Letter	2/5/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	INSPECTION: Visited property, no activity observed at the time of inspection. Property appears to be vacant.	2/12/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Potential STR stay according to web calendar Feb 11-15	2/12/2026 12:00 AM

Result Comment	In Progress	Carlos Ramirez	CERT. OF NON-COMPLIANCE (RECORDED): Cert. #14500664 Book: 11638 Page: 4724 Recorded on: 02/13/2026	2/13/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Upload Cert of Non-Compliance	2/13/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	Case review	2/24/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	CASE REVIEWED: Property owner reached out to provide documents such as a lease agreement, and screenshots of security camera. Lease agreement provided for Tami Pirtle with a term from January 15, 2026 to February 15, 2026. Screenshots of person on Tomahawk driveway on Feb 4 at 8:23:57 AM, person on Tomahawk driveway on Feb 3, 2026 at 6:46 PM, screenshot of person on Tomahawk driveway on Feb 5, 2026 at 3:42:48 PM, a screenshot of person on Tomahawk driveway on Feb 5, 2026 at 9:22:55 AM, a screenshot of Airbnb check in today Home in Salt Lake City Hosted by Mark and Dennis Check in after 3:00 PM on Tuesday 27, from January 27-Feb 3, address 1544 East Tomahawk Drive Salt Lake City UT 841..., a screenshot of person on Tomahawk driveway on Feb 8, 2026 at 3:26:03 PM, a screenshot of person on Tomahawk driveway on Feb 7, 2026 at 1:44:41 PM, a screenshot of person on Tomahawk driveway on Feb 8, 2026 at 5:14:01 PM, a screenshot of person on Tomahawk driveway on Feb 7, 2026 at 11:13:50 PM, and a screenshot of person on Tomahawk driveway on Feb 8, 2026 at 4:42:12 PM. Based on the investigation, evidence gathered and documentation provided by owner fines stopped accruing on February 15, 2026. A notice of compliance and outstanding fines letter will be issued.	2/24/2026 12:00 AM
Result Comment	Fines	Carlos Ramirez	FINES OUTSTANDING LETTER MAILED OUT: Letter was also sent to an alternate address.	2/25/2026 12:00 AM
Request Comment	Fines	Carlos Ramirez	Mail out Fines Outstanding letter	2/25/2026 12:00 AM
Request Comment	In Progress	Carlos Ramirez	New concern received	2/26/2026 12:00 AM
Result Comment	In Progress	Carlos Ramirez	NEW CONCERN RECEIVED: Complainant stated 4 vehicles arrived at the property all with Montana plates; a Lamborghini, a Porche, a Jeep, and a Suburban.	2/26/2026 12:00 AM
Request Comment	Scheduled	Carlos Ramirez	Review case	3/10/2026 12:00 AM

EXHIBIT 10: Appellant Petition

To: Appeal Committee

From: Avid Amiri

Re: Notice and Order, Case No HAZ2025-04122

Date: 1/31/2026

To Whom It May Concern:

Civil Enforcement instituted an unwarranted citation for short term rental and have rendered its Department inaccessible and unresponsive, and have thus made it impossible to receive the public records I am legally due through records requests or to a timely review of evidence and termination of imputed violation or, alternatively, (in the absence of any response) to effectively utilize the GRAMA system to gain access to time sensitive records on my own to adequately prepare my defense. The Department is conjuring up and bootstrapping fabricated violations and deliberately ignoring exculpatory evidence provided. Any suggestion of access to GRAMA information has occurred only after my reporting violations of right to access to the City Records Office though still nothing has been received despite assurances to the contrary. This is now weeks past due of the 10 day response time. If Civil Enforcements wants to create time-sensitive fines then they need to make available time-sensitive opportunities with regard to my right to access public records under the Government Records Access and Management Act in Utah found in **Title 63G, Chapter 2 of the Utah Code** (Utah Code Section 63G-2-101 through 63G-2-901) rather than categorically and inappropriately rejecting or delaying this access only AFTER the deadline of key appeal dates where that information would be essential for me to prepare my defense. (Please note, requests for extension of key deadlines to correct for any delays in previously rejected records requested have gone ignored.) The way things are operating presently violates federal due process requirements on a systemic and ongoing basis.

In terms of the citation noted above, I had a distressing call on Jan 29, 2026 from my tenant at 1544 E Tomahawk Dr., SLC 84103. The guest, Tami Pirtle, who presently contracted for a compliant 31 day rental for the dates of Jan 15, 2026 through Feb 15, 2026 indicated that her son, Henry, had an interaction with Carlos Ramirez at the front door. She asserts that there were various indications of pressure and manipulation on his part regarding his involvement with the rental and its duration and she expressed both concerns and frustration with the interactions.

It appears that he communicated that he told Ramirez that the rental was made by his mother and not himself and that Ramirez should speak to her, but pressure was nonetheless applied to confuse him regarding the nature of the rental and to have him show Ramirez material regarding any interactions through Airbnb and he did provide statement that we used for billing

only on the site. He said he felt Ramirez wouldn't leave until you received specific information regarding some sort of violation.

Within about 30 minutes of Civil Enforcement's departure, Henry reportedly received a return call from his mother, Ms. Pirtle, who sent Henry images of the rental agreement and informed Henry of the nature of Ms. Pirtle's negotiation of the rental contract with Mr. Amiri. Henry then tried calling Carlos Ramirez on the number Mr. Ramirez had left on Ramirez's business card, but did not receive an answer. Henry then sent a text message to Mr. Ramirez notifying Ramirez that Henry had spoken to his mother Ms. Pirtle and could confirm the terms of what was a compliant 30-day rental and that Ramirez was welcome to speak to Ms. Pirtle directly and that there was a separate written lease agreement which governed the property apart from any website or application which may have been used to advertise the property. Ramirez requested the lease, which Henry promptly shared and Officer Ramirez acknowledged receiving. Images of some of this have been provided by Henry and included below in this email. Note that all of this occurred without any advance or contemporaneous awareness of myself, I found out only afterwards.

Both Tami and her son, felt that the Ramirez's visit was harassing and there was an unwillingness to take no for an answer. They felt that Ramirez was not listening to Henry when he indicated that he should speak to the actual lease holder, his mother Tami, which created an uncomfortable situation. The lease have been included as an exhibit below. As you can see from the language of the lease itself, the lease recites a compliant lease term and makes it clear that the language in the lease supersedes any calendar adjustment that was made to the website for billing purposes or a series of dates used on a calendar after I have invited negotiations to set a negotiated and discounted price.

Again, the governing lease agreement with the tenant Ms. Pirtle clearly demonstrated the compliant nature of the rental. In particular, the lease clearly states in Section 3: "while platform is used for billing and may reflect fewer dates for billing purposes this rental agreement supersedes any outside platform" (i.e. the written contract is the final, governing, negotiated and signed contract, not anything on any website or advertising platform) and that there was a 30-day minimum stay term to the lease.

Notwithstanding all of this conclusively exonerating evidence from witnesses and the lease document, Civil Enforcement wrongfully and deliberately issued a Notice and Order anyway. A copy of the Notice and Order posted on the property is provided below.

Again, please be advised that I can advertise however I want and am protected by both state law and my Constitutional First Amendment rights for this purpose. I can also use any platform for billing as well as advertising purposes. The governing document regarding the actual

negotiated and signed governing terms of the lease is the lease agreement. I am also allowed to invite negotiations through platforms such as VRBO, Airbnb, Expedia, Homeway, etc. and this is my legal right as long as I sign a compliant contract with the guest. For that matter, I could additionally advertise on a cruise ship website, barbecue enthusiast forum or food tour website to any persons interested in a property I have to offer, as long as the final lease agreement reflects the compliant 30 day minimum. I'm allowed to target any market where I think some portion of the visitors might be interested in the kind of (legal) lease I have to sell, regardless of what other kinds of transactions or products may also be sold by other on the site. Advertising on an Airbnb site does not transform a compliant lease into a short-term Airbnb agreement, any more than advertising on a cruise ship site would transform a 2-month house lease into a cruise ship contract or show that I was conspiring to be a cruise ship captain.

I also do not have any obligation—nor is there any legal obligation on the part of the guest—to be physically present at the property for the full duration of the lease, or continuously at the property for any purpose. Nor am I prohibited from scheduling or using one of my own properties for a stay on my own part of any length of time, since I am not a renter.

Many of the concerns that I have with this most recent incident overlap with similar concerns I have had all along. Specifically, it is clear that there is an effort to find or create a violation where there is none, and efforts to harass or confuse renters who have compliant contracts. It appears that Civil Enforcement are also single-mindedly committed to focusing on advertising or blocked dates on calendars on rental site, instead of what actually matters, which is what terms were actually and ultimately included and signed into the actual governing lease.

As always, if Civil Enforcement hears from anyone regarding any concern associated with one of my properties, I will do my best to address these. If there is something they need remedied, I will happily get it rectified, as long as they will actually afford me fair notice of the specific grievance or violation you perceive requires cure.

As a final note, Henry expressed concerns regarding what he perceived to be racial targeting for being the only black tenants in an all-white neighborhood. This is disconcerting to me on various levels. Apart from the fact that I have also experienced racial targeting for being Iranian American from the Department, and that expressed statement have been obtained by me wherein, the stated intent of the Department is to get me "to move out of the neighborhood" I never want one of my guests to undergo this type of distress or to have these feelings. This impacts both the customer service and overall experience related nature of the rental, but my rentals rely also largely on word of mouth referrals and positive reviews and your ongoing actions with my tenant directly impede this and has the risk of creating material damages to my future rental earnings. A public review alerting others to the risk of city harassment during ones

rental term based on perceived race discrimination is not the type of thing that is fair to me, my properties, or compliant lease relationships entered to thereon.

In this instance, and based on available information up to this point, the Department seems to have been caught red-handed, and I contend that the same tactics are being used to assert legally and factually bogus ongoing short-term rental "violations" as to my other properties. In my view, Civil Enforcement is clearly fixated on trying to harm me by any means possible, and has been ignoring the rules, the governing laws, and any evidence of an exonerating or otherwise inconvenient nature. From a political and practical common-sense perspective, Civil Enforcement's jihad against me is disproportionate and does not serve any bona fide community welfare or legitimate public policy interest

Sincerely,

Avid Amiri

Exhibit A: Rental Agreement

RENTAL AGREEMENT: 1544 E TOMAHAWK DR., SLC 84103

This Rental Agreement and Contract (the "Agreement") is a legally binding agreement made and entered into as of the Date agreed to by and between the undersigned person(s) or company (the "Guest") Tami Pirtle and the undersigned owner, manager or agent ("Rental Agent"), pursuant to which the Guest has agreed to rent the residence described below (the "Property"), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein. No rental, reservation or booking shall be made without the signature and full consent to all terms and conditions and provisions stated in this Agreement.

1. Property: The property is furnished and includes a full appointment of appliances and furniture. The Guest understands these items are the personal property of the property owner and shall preserve and protect these items. A property inspection shall be made after the end of lease term.

2. Term of the Lease: Jan 15, 2026 to Feb 15, 2026

3. Minimum Stay: This property requires a minimum stay of 30 days as stated on the listing. Longer minimum stays may be required over summer months. Guest has the option to come and go as they elect during their rental term. While platform is used for billing and may reflect fewer dates for billing purposes rentals this rental agreement supersedes any outside platform

4. Rental Rules: Guest agrees to abide by those Rental Rules contained herein as well as those posted by Rental Agent online, and as the same may be updated, at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the Rental Rules at all times while at the property.

5. Access/Conclusion: Guest shall allow Homeowner or Property Manager access to the property for purposes of repair and inspection.

6. Rental Rate and Fees: the following rates and fees shall apply to this Agreement as specified in the rental platform.

(ii) **Security Deposit:** In addition to the Booking Deposit, a security deposit of \$100 is due at the time of booking. This deposit is fully refundable after checkout if no security deposit deductions have been incurred. Guest may, if permitted by the Homeaway.com system, elect to purchase property damage insurance from Homeaway.com as an alternative.

a. The deposit is for security and shall be refunded provided no deductions are made

due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay based on the discretion of the manager or owner.

7. Payment: Acceptable payment methods are wire transfer or check or credit card through the payment

system of the vacation rental website.

8. Utilities: All utility consumption is covered by landlord.

9. Cleaning: A cleaning fee has been assessed to your rental. The cleaning fee is commensurate to the cost to clean the property without markup. The budget set for cleaning ensures the property is clean, and tidy upon arrival, with fresh linens and housewares. Please help us in respecting the property and keeping costs down for all guests by leaving the property in reasonably clean condition.

10. Terms of Use and Condition of Property: The Property is provided in "as is" condition. Rental Agent shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, cable or satellite TV access, or appliances as applicable; however, Guest understands that items or amenities may, at any time, malfunction or become inoperable, and therefore, not be available for use and that repairs or maintenance may be required at the property during the Guest stay.

11. Assignment or Sublease: Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

12. Risk of Loss and Indemnification: Guest agrees that all personal property, furnishings, personal effects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and Rental Agent shall not be responsible or liable for any reason whatsoever.

13. Release: Guest hereby waives and releases any claims against Rental Agent, the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

14. Digital or Electronic Signatures: Guest understands and agrees that any electronic acceptance is signature of this agreement and is valid and binding. Guest further understands that the booking of this property through the vrbo.com or homeaway.com booking system by the Guest is a contractual acceptance to this contract and all the terms and conditions stated herein.

 1/15/26

Guest Signature

 1/15, 2026

Landlord Signature

Exhibit B: Guest Communication w Carlos Ramirez

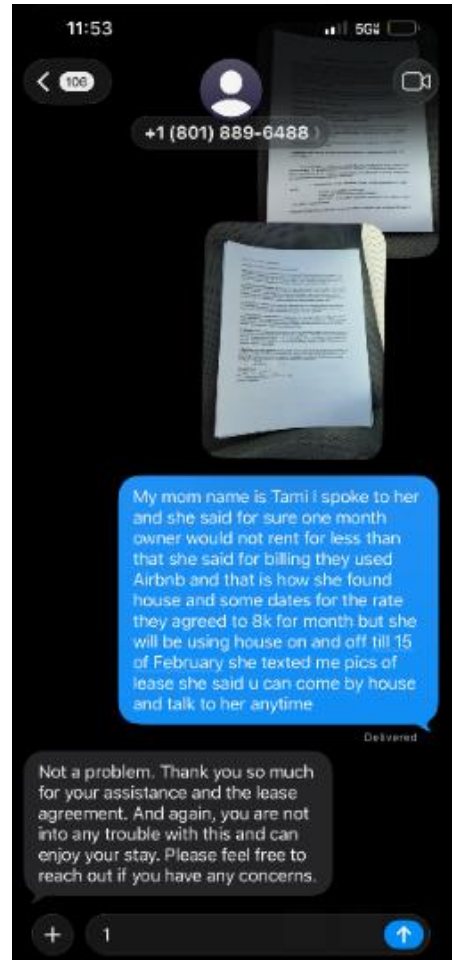
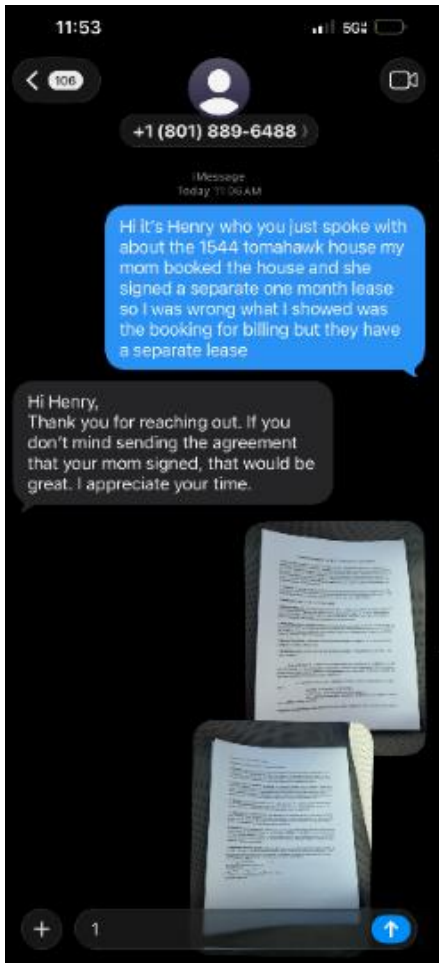



Exhibit C: Notice and Order

Mayer

DEPARTMENT OF COMMUNITY DEVELOPMENT
and NEIGHBORHOODS



NOTICE AND ORDER-CIVIL
SHORT TERM RENTAL

January 29, 2025

Werburg International Real Estate Investments LLC
555 Main Street
Charlestown Nevis KNA KNO802

Property located at 1544 East Tomahawk Drive, Salt Lake City, Utah
Parcel No.: 09-33-125-010 Case No.: HAZ2025-04122
USPS Tracking #: 9114 9022 0076 9711 7371 90

NOTICE: Notice is hereby given that the subject property was found to be in violation of Title 21A of the Salt Lake City Code which was enacted to maintain the life, health, safety, and general welfare of the inhabitants of Salt Lake City. This Notice follows an inspection conducted on January 29, 2025, which identified the following violations:

Ordinance Reference	Description of Violation	Daily Penalty
Table 21A.33.020 21A.52.040 (Short Term Rentals) 21A.20.040 A It is unlawful to use any building or portion thereof, which is designated for residential use as a dwelling, in violation of the one or more of the following: 1. Table of Permitted and Conditional Uses for Residential Districts: A hotel/motel, bed and breakfast, bed and breakfast inn, or other similar commercial uses such as short-term rentals, Airbnb, VRBO, etc. are not an allowed use in the FR, R, SR, and RMF districts. 2. DWELLING means: A building or portion thereof, which is designated for residential purposes of a family for occupancy on a monthly basis and which is a self-contained unit with kitchen and bathroom facilities. The rental of a dwelling for periods less than 30 days is not allowed in your residential district and cannot be licensed as such. Fines for violations pertaining to use of a dwelling unit shall be per dwelling unit.	Short Term Rentals are not allowed in your residential neighborhood. Your property is located on zone FR-3, which does not allow Short Term Rentals. Please modify all web listings to reflect a minimum of 30 days to book or remove listings.	\$200 per day

ORDER: You are hereby ordered to cure the zoning violations within three (3) days from the date of this Notice and Order. **IF YOU FAIL TO COMPLY WITH THIS NOTICE AND ORDER AND/OR FAIL TO REMEDY THE VIOLATIONS AS SET FORTH IN THIS NOTICE AND ORDER THE CITY WILL PURSUE LEGAL REMEDIES, INCLUDING BUT NOT LIMITED TO:**

- Record, with the Office of the Salt Lake County Recorder, on the title of the property a Certificate of Noncompliance due to the violations.
- Assess DAILY civil penalties, in an amount specified herein, pursuant to Salt Lake City Ordinance Title 21A.20.050.

APPEAL PROCESS: Any person having any record, title, or legal interest in this property may contest the legitimacy of the zoning violations for which they were cited (but not the amount of the fine). An appeal may be filed with the Salt Lake City Planning Division within 10 days from the date of this notice. The Appeal of Administrative Decision application may be filed online at <https://www.slcc.gov/planning/applications/>. The fee for filing an appeal is \$315.

CIVIL ACTION: If the penalties imposed remain unsatisfied after seventy days (70) from the receipt of this Notice and Order when the penalty amounts to Five Thousand Dollars (\$5,000), the City may use such lawful means as are available, such as Small Claims Court, to collect such penalty, including court costs and attorneys' fees. Commencement of any action to collect the violation shall not relieve the person cited of the responsibility to make payment of subsequent accrued civil penalties until it requires the City to reissue any of the Notices required by Title 21A.

SALT LAKE CITY CORPORATION
345 SOUTH 260 EAST SUITE 400
P.O. BOX 145481, SALT LAKE CITY, UTAH 84114-5481

WWW.SLCC.GOV
TEL 801.535.7225 FAX 801.535.6999

Exhibit D: GRAMA Request Denial and Resubmission

From: Nicholas Rush (Salt Lake City) <SaltLakeCity11@seamless.usfhsia.com>
Date: Tue, Dec 30, 2025 at 10:11 AM
Subject: Salt Lake City - City Records Request C-2025-620 - Request Denial
To: <aaamtermal@gmail.com>

000

Re: [Request Number C-2025-620](#)
Dear andi.aaamtermal:

On 12/29/2025, the office received your **GRAMA** Request C-2025-620 for records. In which you requested the following:

I am the owner of the below properties and request all civil enforcement records for these addresses: 1030 E 800 S, SLC 84102 1072 E Wood Ave., SLC 84105 262 W 600 N, SLC 84103 1044 E Tomahawk Dr., SLC 84103 254 W 600 N, SLC 84103. This was already requested in previous **GRAMA** request but results may be included here). Thank you.

You are hereby notified that your request has been denied, in whole or part, for reasons as indicated below:

- Records in question have been classified as "protected" pursuant to **UCA 63G-2-305** and you have not shown that you are a person entitled to access pursuant to **UCA 63G-2-202(4)**.

If you have questions or need further information, please reply to this message.

Sincerely,

Nicholas Rush



Salt Lake City
451 South State Street
Salt Lake City, Utah 84111
801-438-7071
SLCRecords@slc.gov

APPEALING A DENIAL OF ACCESS

SALT LAKE CITY
CIVIL RECORDS REQUESTS [New Request](#) [Track](#) [Search](#)

Request #C-2026-70

Please provide all Civil Enforcement Records pertaining to the below addresses: 262 W 600 N, SLC 84103 and 264 W 600 N, SLC 84103. I am the owner of the properties, I have the business licenses in my name as well as water and other city utility bills plus all historic GRAMA request have been in my personal name as well as the recent civil enforcement communication has been made to me personally. There is another GRAMA request that is already open for these properties plus some additional addressed but since that had to be reopened I want to insure that you have an updated new request as well.

Details

Submitted
Fri, Jan 23, 2026

Status
Submitted

Type of Requester
Public

Name of Requestor
Avid Amin

Phone
[801556192](tel:801556192)

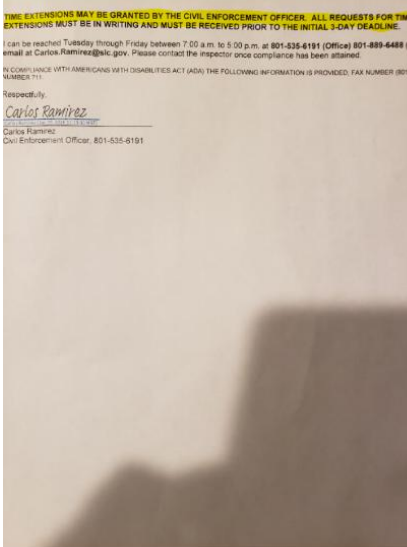
Email
aaamtermal@gmail.com

Exhibit E: Request for Extension Due to Failure to Timely Provide GRAMA Information to Prepare Defense

Avid Amiri <aamiriemail@gmail.com>
to Carlos

Fri, Jan 30, 9:20AM

Carlos,
As per the below, I am formally requesting an extension within the 3 day period. I am still awaiting materials associated with a GRAMA request submitted Dec 23rd, 2025 and therefore have not had a chance to review them. Please advise if this is acceptable.
Thanks,
Avid Amiri



aamiriemail <aamiriemail@gmail.com>
to Carlos

Fri, Jan 30, 5:01PM (19 hours ago) ☆ ☺ ↶ ⋮

Please advise on the below.

I was told GRAMA request documents would be provided today and they have not nor would I have ample time to review if these were to have been provided as they are weeks past deadline and you have only allowed 3 days for an appeal.

I again repeat my request for an extension as per the below Notice.

According to the City Records Office the original denial was too broad and therefore improper and these are now further delayed because Civil Enforcement overly redacted documents and this was additionally improper so these were sent back to Civil Enforcement to remove the excessive redaction.

Nonetheless, I still have not received GRAMA documents and feel it is fitting and appropriate that a request for an extension be approved.

Again repeat, I repeat my request for the extension as the 3 day deadline falls on a Sunday. Please advise one way or another so that I am afforded proper due process so that I can plan appropriately.

Thanks,
Avid

↶ Reply ↷ Forward ☺

EXHIBIT 11: Statement from neighbor

Rush, Nicholas

From: [REDACTED]
Sent: Monday, May 11, 2026 7:54 PM
To: Rush, Nicholas
Subject: (EXTERNAL) Comments on Appeal of Zoning Violation PLNAPP2026-00088

You don't often get email from [REDACTED] [Learn why this is important](#)

Caution: This is an external email. Please be cautious when clicking links or opening attachments.

Dear Mr. Rush—

I am contacting you to comment on the Appeal of a Zoning Violation at 1544 East Tomahawk Drive, SLC. I was notified of the appeal because my home is within 300 feet of the house in question. It appears that the owner wants to be able to rent this home as a short term rental, something he has been doing illegally for a number of years. I am opposed to this appeal for the reasons noted below:

- This neighborhood is zoned only for “whole house” rentals—e.g. you cannot rent out a basement or a room in your home. Mr. Amiri attempted to do rent out the basement of this home some years ago but neighbors reported him to the city and he had to stop.
- We want to continue having a stable ownership/renting neighborhood. We do not want short term rentals in this neighborhood—the noise, parking issues, crowding, etc is disruptive and it takes a house out of the housing market in Salt Lake City, which is in desperate need of housing stock.
- Our experience living near this home as a short term rental has not been pleasant. The home is often rented to large groups who stand on the balcony and yell down to people in the pool/back yard. It is very loud at all hours. People don't care about keeping the noise level down when they don't live somewhere and with such large groups there is bound to be a great deal of noise.
- This home owner was not a good neighbor when he lived in this neighborhood. There are court records of him stealing paving bricks from another home down the street—he was found guilty. He has many cases of people who have sued him for investment fraud—you just have to google his name. He had 2 dogs that were vicious and attacked dogs in the neighborhood. Someone who isn't a good neighbor even when they live here is going to be even worse when he rents out the house as a short term rental.

In keeping with the character of our neighborhood zoning, to protect housing stock, and to prevent loud/annoying large groups from consistently occupying this house, I ask that the planning department reject this appeal. Please feel free to contact me via email if you have any questions. Thank you.

[REDACTED]