

SALT LAKE CITY LAND USE APPEALS HEARING OFFICER
APPEAL OF ADMINISTRATIVE DECISION
PETITION NO. PLNAPP2026-00088
1544 EAST TOMAHAWK DRIVE
PUBLIC HEARING HELD May 21, 2026

This appeal is from an Administrative Decision on enforcement of Salt Lake City's zoning code pertaining to short term rentals and an alleged violation of that same City ordinance. The Administrative Decision found that the property at 1544 Tomahawk Drive was being used as a short term rental in violation of City code.

On May 21, 2026, a public hearing was held on this matter and appearances were made by the property owner Avid Amiri and his legal counsel Dan Witte¹ on the one side and Salt Lake City attorney Courtney Lords and city planning staff Nicholas Rush on the other side. Argument made during the hearing along with the written submissions of the parties and the staff report prepared by Salt Lake City form the basis for this review.

Although Salt Lake City issued an administrative decision on this matter, the hearing and this decision are de novo, with no deference given to the previous interpretation and findings. *Salt Lake City Code* Section 21A.16.030 (I1). Based on the evidence submitted by the applicant, the staff report, testimony presented during the public hearing and the submissions of the parties, the appellant is found to have been operating his property on Tomahawk Drive as a short term rental in violation of City ordinance.

The Tomahawk property is located in the FR-3/12,000 Foothills Residential District where short-term rentals, defined as those less than 30 days, are not permitted. Salt Lake City ordinance 21A.33.020. Such rentals are only allowed in zones designated for uses such as hotels, motels and bed & breakfasts.

The Appellant argues that the Administrative Decision was erroneous because the evidence demonstrated that the property was not being used as a short term rental. This was based on testimony, text messages produced by the appellant and a lease indicating a 30 day rental period along with argument presented in post-hearing briefs.

On August 20, 2025 Civil Enforcement received a voicemail alleging short term rental use at the subject property. A case was opened. In response to the allegations, the City discovered three active short-term rental listings; two on Airbnb and one on VRBO. The listing indicated 4-night minimums and also documented a past stay on September 4th-6th, 2025. Further inspections utilizing a specialized software tool indicated continuous listings for the property in October, November and December. All of the listings were for less than 30 days, some listing three night minimums. Posted calendars on Airbnb and VRBO documented short term

¹ At the hearing, Mr. Amiri was represented by counsel. His written post hearing submissions appear to be pro-se and signed by Mr. Amiri and not his counsel, whose name does not appear on these documents.

reservations including reservations for January 28-February 1, 2026 and February 11-15, 2026. A reviewer also posted online about his four day stay at the property.

On January 29, 2026, the City inspector visited the property and spoke to an occupant who stated that he was visiting Salt Lake for a couple of days. The occupant provided a screenshot from an Airbnb account showing a current reservation with trip details from January 27th-February 3 at the Tomahawk address. This reservation was corroborated by the web calendar. That same day, the City issued a Notice and Order citing a violation of the short term rental ordinance. Later that same day however, Mr. Amiri reached out and informed the City that the arrangement was with the occupant's mother and was actually for 30 days. Mr. Amiri provided the City with a document indicating a 30 day lease. The lease evidenced a signing date of January 13, 2026 and a term from January 15, 2026, to February 15, 2026 but did not state a rental fee. The initial occupant interviewed by the investigator, who indicated the shorter stay, conveyed that the discrepancy in his statement to the investigator was caused by intimidation. He said it was his mother's lease and he was wrong about the details of his stay. He did not explain the screenshot indicating a shorter stay or explain the reason for the longer lease term. Rather he indicated that he was not actually aware of the agreement governing his visit.

On February 5th, the City began issuing fines of \$200 a day. On February 10th, the City officer visited the property again and observed more than half a dozen trash bags, no vehicles and concluded that circumstantial evidence suggested the property was empty and had been cleaned. Similarly, another inspection on February 12th indicated no activity. On February 15th, further investigation showed that all short-term listings for the property had been removed from Airbnb and VRBO and no occupancy was observed. The City stopped the fines that day. On February 26, a new compliant was received by the City. The inspector undertook another site visit and observed multiple vehicles with out of state plates arriving at the residence.

In response to the City's evidence, Mr. Amiri cites and produces the one month lease signed by an occupant of the property and provided to the City on January 29, 2026. The lease was signed and dated but the provision for the lease amount was empty. During the hearing, Mr. Amiri offered that the occupant who met with the inspector was not the person who leased the property and was misinformed about the nature and length of their stay.

Mr. Amiri also testified that he used VRBO and Airbnb to advertise his properties as short term rentals and would communicate that the minimum term was and is 30 days. He set up his account so approval was necessary before a transaction was finalized. He used this process to inform potential renters that his terms were different than those that were posted. He produced several text messages to this effect. He also testified that the shorter rental terms indicated on the VRBO and Airbnb calendars were the result of rules on the App and an effort to pull more viewers to his listings. He presented several text messages with potential renters where he or his agent communicated the 30 day minimum.

Mr. Amiri argues that the citation cannot go forward because it relies on data from short-term rental apps. This argument fails. The record indicates that the investigation was prompted by a complaint and was supported by additional evidence gathered by the investigator. The law

does not prevent the City from relying on evidence from the apps as long as that data is not the sole evidence supporting the violation.

Pursuant to Utah Code Ann. §10-8-85.4, 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.” In this case, the City had the initial complaint, later complaints and the first-hand information gathered by the investigator on his visits to the property. And while State law prevents the City from enforcing its short term rental ordinance based solely on platform listings, it does not infringe Mr. Amiri’s First Amendment rights to consider those listings as relevant and material evidence of activity on the property.

Mr. Amiri also argues that what he describes as the City’s lack of a prompt response to his GRAMA request should result in a dismissal of the violation finding. The GRAMA request did not impact that facts at issue in this matter and is therefore not pertinent to Mr. Amiri’s right to due process. Moreover, the briefing schedule in this matter provided the appellant substantial additional time to obtain any material relevant to his defenses.

The factual record in this case supports a finding that Mr. Amiri was operating short-term rentals at the Tomahawk Drive address. He has presented argument and documents to explain the evidence presented by the City but under circumstances that challenge the credibility of that evidence.

The evidence showing short term rentals included neighbor statements, the statement by the January/February 2026 occupant, that same tenant’s screenshot showing the rental, multiple inspections indicating changing tenants and vehicles showing circumstantial evidence of short term changes in residency, the rental-scape calendar data showing short term bookings and perhaps most significantly, online reviews published by short term renters averring to the length of their stays.

In response, Mr. Amiri offers text conversations where a few potential tenants reach out about rentals and he (or his agent) replies indicating the necessity of a 30 day lease. Those communications state that the stay can be shorter but that the city requires the 30 day minimum lease period. After code enforcement interviewed the occupant in early February, the individual reached out to say that his information was in error and that his aunt’s tenancy was covered by a 30 day lease. This; after he told the code enforcement officer that he was visiting from Louisiana for a couple of days and that his mother had booked the property for eight nights. Later, he claimed to have been bullied by the code enforcement officer into provided inaccurate information.

Mr. Amiri also indicated that blocked off periods on the App calendars represented visits by friends and not commercial bookings. Finally, he stated that he presented his properties online as available for short term rentals in order to receive more attention from potential renters. He showed prompts from the apps suggesting that shorter minimums would receive more attention.

Salt Lake City produced excerpts from both VRBO and Airbnb's policy statements indicating that much of Mr. Amiri's business practice, as described by his own statements, is in violation of the rules by which those platforms operate. For instance, Airbnb makes clear that a requirement that a separate contract be signed must be clearly stated on the property listing. This has not been the case. Airbnb has specific policies relating to 30 day listings. Mr. Amiri testified that other than the photographs, almost all of his listings on the short-term platforms are intended to induce eyes on his properties while encouraging different transactions than those that are advertised. And although the payments apparently go through the platforms, the length of stay is not accurately represented. Mr. Amiri produced some evidence about the rules and workings of the online rental platforms but those pages indicated they were generated by ChatGPT and AI and therefore not credible as compared with evidence from the platforms themselves.

Based on the evidence in the record, Mr. Amiri's rebuttal to the evidence demonstrating short term rentals is not credible. He describes himself as a skilled businessman managing many properties so the likelihood that he is operating in contravention of rules of short term rental properties is not convincing. The City has produced substantial evidence that short term rentals are occurring at the Tomahawk property. Based on the record, the Administrative Decision is affirmed.

Dated this 24th Day of June, 2026.

/Mary J. Woodhead/

Mary J. Woodhead, Appeals Hearing Officer