

## CHAPTER 13 - RENTAL HOUSING CODE

**13-1 PURPOSE.** The purpose of this Chapter is to protect, preserve and promote the physical and social well-being of the citizens of this community, to regulate rental dwellings for the purpose of maintaining adequate sanitation and public health, to protect the safety of the people and to promote the general welfare, and to encourage the maintenance of properties by legislation which shall be applicable to all rental dwellings now in existence or constructed. It shall be the further purpose of this Chapter to protect the public health, safety and welfare in buildings and on the premises as hereinafter provided by:

- (A) Establishing minimum standards for basic equipment and facilities in rental housing.
- (B) Fixing the responsibilities of owners, operators, and occupants of all rental structures.
- (C) Providing for administration and enforcement of rental housing standards.

### 13-2 DEFINITIONS.

**13-2.1 Applicability.** Definitions contained in this Chapter are applicable to this Chapter only.

**13-2.2 Terms not Defined.** Where terms are not defined in this Chapter but are otherwise defined in this Code or in the Building Code, they shall have the same meanings ascribed to them for the purpose of this Chapter.

Where terms are not defined in this Chapter or under other provisions of this Chapter or of the Building Code, they shall have ascribed to them their ordinarily accepted meanings or such as the context herein may imply.

Whenever the words "multi-family dwelling, residence building, dwelling unit, rooming house, rooming unit, or premises" are used in this Chapter, they shall be construed as though they were followed by the words "or any part thereof".

**Approved** means as applied to a material, device or method of construction shall mean approved by the Code Enforcement Official, or approved by other authority designated by law to give approval on the matter in question.

**Basement** means a portion of the building partly underground, but having less than half of its clear height below the average grade of the adjoining ground.

**Basic Structural Elements** means the parts of a building which provide the principal strength, but not limited to, plates, studs, joists, rafters, stringers, stairs, sub-flooring, flooring, sheathing, lathing, roofing, siding, window frames, door frames, porches, railings, eaves, chimneys, flashing, masonry and all other essential components.

**Boarding House** See Dwellings.

**Building Code** means the Building Code officially adopted by the City for the regulation of construction, alteration, addition, repair, removal, demolition, use, location, occupancy and maintenance of buildings and structures.

**Building Materials** means and shall include, but shall not be limited to, lumber, bricks, concrete or cinder blocks, plumbing material, electrical wiring or equipment, heating equipment including ducts, shingles, mortar, concrete or cement parts, screws, fence posts and fencing.

**Certificate of Occupancy** means a certificate issued by the CEO stating that a structure or portion thereof complies with the requirements of this Chapter and other applicable provisions of the City Code.

**Certified Mail** means and includes that class or type of mail designated by the U.S. Postal Service as "certified mail" and the class or type of mail designated as "registered mail" and "registered mail, return receipt requested".

**Code Enforcement Official or CEO** means an authorized City official designated to issue municipal civil infraction citations (directing alleged violators to appear in Court) or municipal civil infraction notices (directing alleged violators to appear at the City of Three Rivers Municipal Ordinance Violations Bureau) as provided by this Code.

**Commercial Vehicle** means a Vehicle with Commercial Vehicle Identification. For the purposes of this definition, Government vehicles shall not be considered commercial vehicles. (Ord 834; 12-3-2019)

**Commercial Vehicle Identification** means a sign, symbol or other form of identification, including U.S. Department of Transportation (USDOT) and Motor Carrier (MC) stickers or numbers, which is permanently

mounted or otherwise permanently affixed to a vehicle and which identifies the business, products or services for which the vehicle is used for or related to. For purposes of this definition, magnetic and adhesive signs and symbols shall be considered as being permanently affixed. Bumper stickers and similar size adhesive decals (not associated with the use of the vehicle) shall not be considered a form of commercial vehicle identification. (Ord. 834; 12-3-2019)

**Deteriorate** means to decay, decompose or degenerate.

**Deterioration or Deteriorated** means the fact or process of decay or degeneration which has progressed to the point where it has resulted in or will soon result in making an object or mechanism unsafe, unsanitary, inoperable, unusable or unsuitable for its intended use, including, but not limited to, the advanced state of rot, rust, mold, insect ingestion, infestation or destruction.

**Dwelling Unit** means one (1) or more rooms and a single kitchen designated as a unit for occupancy by one (1) family with provision of cooking, living, sanitary and sleeping facilities. See Family.

**Dwelling** means:

- (A) A detached building containing one (1) dwelling unit. See Dwelling Unit.
- (B) Two-family dwelling means a building containing two (2) dwelling units. See Dwelling Unit.
- (C) Multi-family dwelling means a building containing three (3) or more dwelling units. See Dwelling Unit.
- (D) Boarding house, rooming house, lodging house, tourist house means a building arranged or used for the lodging with or without meals for compensation of more than three (3) and not more than twenty (20) persons.
- (E) Mobile homes within a mobile home park; within a seasonal mobile home park; or located outside of a mobile home park or seasonal mobile home park if the mobile home is being rented to a tenant by the mobile home owner.

**Emergency** means a condition of imminent danger calling for immediate action in order to avoid death, injury or illness to a human being or the destruction or severe damaging of real or personal property.

**Exit** means a continuous and unobstructed means of egress to a public way, including intervening doors, doorways, ramps and stairways.

**Exterior Property Areas** means the open space on the premises and on adjoining property under the control of owners or operators of a rental premises.

**Extermination** means the control and elimination of insects, rodents or other pests by eliminating their harborage places or by removing or making inaccessible materials that may serve as their food by a recognized and approved means.

**Family** means an individual or married couple and the children thereof with not more than two (2) other persons related directly to the individual or married couple by blood living together as a single housekeeping unit in a dwelling unit.

**Finish Surfaces** means materials used for the final covering of basic structural elements. Finish surface shall include, but not be limited to, ceilings, walls, wainscoting, kick boards, molding stops and floor coverings.

**Garbage** means the animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

**Good Repairs** means to be properly installed, stable and maintained sufficiently free of defects or deterioration so as to be functional for its present use and to be safe and sanitary.

**Good Workmanship** means completing a task of construction, repair or replacement to industry standards using like materials so that the result is free of defects, operates as intended, and creates no unsafe conditions.

**Gross Floor Area** means the total area of all habitable space in a building or structure.

**Ground Level** means the finished grade touching the outside of a foundation or a wall. The tops of a window well structure shall be considered as ground level.

**Habitable Floor Area** means the square foot floor area of a habitable room or habitable rooms, excluding any part of a room where the ceiling is less than five (5) feet above the floor.

**Habitable Room** means any room which meets all light, ventilation and area standards.

**Hardware** means and includes, but is not limited to, door handles, hinges, handles, locks, shelving, cabinets and mirrors.

**Hazardous** means a condition which the CEO has determined to be likely to result in the death, injury or illness of a human being or in the severe damage to real or personal property or in the unauthorized entry into a dwelling unit or accessory building if corrective measures are not taken expeditiously.

**Hot Water** means water heated to a temperature of one hundred twenty (120EF) degrees Fahrenheit at the outlet.

**Infestation** means the presence, within or contiguous to a structure or premises of insects, rodents, vermin or other pests.

**Insect** means any species of animal with an exterior skeletal arrangement as well as any creeping or crawling invertebrate. The word "insect" shall include, but not be limited to, ants, roaches, flies, termites and silverfish as well as worms and slugs.

**Intended** shall mean:

- (A) The purpose, operation and/or arrangement for which something has been designed or built.
- (B) The purpose, operation and/or arrangement for which something is currently, safely and legally being used.

**Interior Fixtures** means interior items and hardware which provide customary finished amenities and protection within a dwelling. Interior fixtures shall include, but not be limited to, doors, door knobs, latches, locks, hinges, handles, hooks, light fixtures, electric outlets or switch cover plates, vents or opening grates, railings, shelving, cabinetry and mirrors.

**Junk** means and includes, but shall not be limited to, parts of machinery or motor vehicles, unused stoves or other appliances stored in the open, remnants of wood, metal or any other material or other cast-off materials of any kind whatsoever whether or not the same could be put to any reasonable use.

**Kitchen** means a room used or intended to be used for the preparation of food or for both the preparation and consumption of food, but not for any other living or sleeping purposes.

**Kitchenette** means a portion of a room used or intended to be used for the preparation of food or for both the preparation and consumption of food while the remainder of the room used is or may be intended partially for purposes other than sleeping.

**Multi-Family (Multiple) Dwelling** See Dwelling.

**Occupant** means a person over one (1) year of age, including owner or operator, living and sleeping in a dwelling unit or having actual possession of the dwelling or rooming unit.

**Openable Area** means that part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

**Operator** means any person who has charge, care or control of a structure or premises which are let or offered for rental occupancy.

**Owner** means the person(s) to whom a dwelling unit is assessed on the City tax rolls. When the person listed on the tax rolls is the holder of a mortgage on the assessed premises, the owner shall be the person(s) named as the mortgagor(s) on the mortgage document. In this Chapter "owner" is sometimes referred to as "landlord."

**Plumbing or Plumbing Fixtures** means water heating facilities, water pipes, gas pipes, garbage and disposal units, waste lavatories, bathtubs, shower baths, installed clothes washing machines, or other similar equipment, catch basins, drains, vents, or other similarly supplied fixtures, together with all connections to water, gas, sewer or vent lines.

**Premises** means a lot, plot or parcel of land including the buildings or structures thereon.

**Regular Mail** means that class of mail designated by the U.S. Postal Service as "first class" mail. "Regular mail" shall also include post cards and postal cards.

**Rented** means a dwelling unit legally occupied by a person other than the owner or other than the mother, father, or child of the owner.

**Rooming House** See Dwelling.

**Rooming Unit** means any room or group of rooms in a boarding or rooming house, forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

**Rubbish** means combustible and non-combustible waste materials except garbage and including the residue from the burning of wood and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass crockery and dust and other similar materials.

**Safe** means a condition which is not likely to do harm to human beings or to real or personal property.

**Sanitary** means free of grease, excrement, dirt, food residue, garbage, rust or similar matter which can harbor bacteria unsafe to human beings or animals, or which produces strong odors or which provides food for, or is an available source of food for, animals or insects.

**Story** means that portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A first story is the lowermost story entirely above the grade plane.

**Structural Alterations** means any change in the supporting members of a building or structure, such as bearing walls, columns, beams or girders.

**Structure** means anything constructed or erected, such as a building, which requires location on the ground, or attachment to something having location on the ground except walls, fences, ornamental landscape features, driveways and sidewalks.

**Supplied** means installed, furnished or provided by the owner or operator of a rental unit.

**Tenant** means any person, other than a legal or equitable title holder, occupying or possessing a dwelling or part thereof.

**Unfit for Human Habitation** means any dwelling or dwelling unit which is a hazard to the health and welfare of the occupants because it lacks maintenance; is in disrepair; is unsanitary; is vermin or rodent infested; or because it lacks sanitary facilities.

**Unhabitable Room** means any room which does not meet all light, ventilation, and area standards such as:

- (A) Any room that does not have windows.
- (B) Any room that has an unfinished wall ceiling or floor so that unfinished basic structural elements are exposed to view.
- (C) Any room which is used as or is similar in use to a bathroom, toilet, hallway, stairway, foyer, closet, pantry, laundry room or mechanical room.

**Unit** means a collective term for any dwelling unit.

**Unsafe** means a condition which is reasonably likely to cause injury to human beings or property.

**Vacant** means not being used as a regular place of residence for one (1) or more persons.

**Vehicle** means any device in, upon or by which any person or person's possessions or other goods (whether owned by a person or business) are or may be transported. For the purposes of this definition, vehicles include, but are not limited to, automobiles, trucks, buses, motor homes, motorized campers, motorcycles, mopeds, motor scooters, tractors, snowmobiles, dune buggies, and other off-road vehicles. (Ord 834; 12-3-2019)

**Ventilation** means the process of supplying and removing air by natural or mechanical means to or from any space.

- (A) Mechanical means ventilation by power-driven devices.
- (B) Natural means ventilation through windows, skylights, doors, louvers, or stacks without using a wind or power-driven device.

**Yard** means an open, unoccupied space on the same lot with a building extending along the entire length of a street, or a rear or interior lot line.

**13-3 MATTERS COVERED.** The provisions of this Chapter shall apply to all rental structures and premises, which are now, or may become in the future, substandard with respect to: structure, premises, protection against fire hazard,

equipment or maintenance, inadequate provisions for light and air, lack of proper heating, unsanitary conditions, overcrowding, or other conditions which may be deemed to constitute a menace to the safety, health or welfare of their occupants. The existence of such conditions, factors or characteristics adversely affects public safety, health and welfare and leads to the continuation, extension and aggravation of blight. Adequate protection of the public requires the establishment and enforcement of these minimum standards.

**13-4 APPLICABILITY.** Every portion of a building or premises used or intended to be used for rental dwelling purposes shall comply with the provisions of this Chapter irrespective of when such building shall have been constructed, altered, or repaired.

**13-5 APPLICATION.** Any alterations to buildings, or changes of use therein which may be caused directly or indirectly by the enforcement of this Chapter shall be done in accordance with all applicable building codes.

All rental housing shall be subject to applicable provisions of Chapter 30 of this Code (the Zoning Ordinance).

**13-6 CONFLICTING PROVISIONS.** If any provision of this Chapter conflicts with or contravenes a provision of another Chapter of this Code, the more restrictive provision shall apply

**13-7 OTHER REGULATIONS.** The provisions in this Chapter shall not be construed to prevent the enforcement of other provisions of this Code or governmental regulations which prescribe additional or other standards applicable to rental housing.

**13-8 EXISTING BUILDINGS.** This Chapter establishes minimum requirements for the occupancy of all rental structures and does not replace or modify requirements otherwise established for the construction, repair, alteration or use of buildings, equipment or facilities.

**13-9 ADMINISTRATION.**

**13-9.1 Enforcement Officer.** It shall be the duty and responsibility of the Code Enforcement Officer ("CEO") to enforce the provisions of this Chapter.

**13-9.2 Relief from Personal Liability.** Neither the City, the CEO nor any other officer, agent or employee of the City who acts in good faith in the enforcement of this Chapter shall be liable for any damage accruing to any person or property as the result of such acts or alleged failure to act.

**13-10 HOUSING CODE BOARD OF APPEALS.**

**13-10.1 Established Requirements.** There shall be a Housing Board of Appeals consisting of seven (7) members appointed by, and to serve at the pleasure of, the City Commission. Members of the Board shall meet the membership requirements of the City Charter and such additional qualifications as the City Commission shall consider appropriate. The Board shall elect from its membership a Chairman, Vice-Chairman and Secretary and such other officers as it may deem necessary.

**13-10.2 Term; Appointments.** Members of the Housing Code Board of Appeals shall serve terms of three (3) years and shall be appointed in accordance with Chapter 2 of the City Code.

**13-10.3 Duties of the Board.** The Housing Board of Appeals shall act as an advisory committee to the City Commission and shall have the following powers and duties:

- (A) Provide interpretations to the provisions of this Chapter.
- (B) To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, decision or determination made by the CEO, or any other administrative or enforcement official in connection with the enforcement of this Chapter.
- (C) Authorize a variance from the strict application of this Chapter where such application would result in practical difficulties or unnecessary hardship to the person owning or having the beneficial use of the property for which a variance is sought. A variance may be allowed only if, in the judgment of the Board, such variance would not violate the intent of this Chapter, nor jeopardize public health or safety. This Subsection shall not be construed so as to permit the Board to authorize the granting of a variance from the requirements of the State Housing Law or the provisions of any other Chapter of this Code where applicable.

- (D) To grant extensions of time to correct violations of this Chapter upon a showing that the responsible party has made a good faith effort to comply with an order of the CEO; or that the violation(s) could not have been reasonably accomplished with the time limit originally set, or that an unusual hardship exists. Requests for extensions of time shall be given priority over other Board matters and the procedure of Subsection 13-10.6 shall not apply.

**13-10.4 Meetings; Quorum.** The Housing Board of Appeals shall meet at such times as the Board shall determine. The Board shall establish a fixed place of meeting, and all meetings shall be open to the public. The Board shall adopt its own rules of procedure and keep a written record of its proceedings, showing all action taken by the Board and the vote of each member upon each question considered. The presence of four (4) voting members shall be necessary to constitute a quorum. All decisions and actions of the Board shall be by majority of the voting members present and voting, a quorum being present.

**13-10.5 Secretary; Records.** The Secretary of the Board or such other person as the Board may appoint shall act as Recording Secretary and shall record and maintain the official records of all of the Board's transactions.

**13-10.6 Appeal and Variance Procedure.**

- (A) Appeals from rulings, notices and orders of the CEO or any other official charged with the enforcement of this Chapter may be made to the Board by filing a notice of appeal with the City Clerk, accompanied by an appeal fee within ten (10) days from the date of issuance of any such ruling, notice or order.
- (B) The notice of appeal shall specify the particular grounds upon which the appeal is based. Where the appellant seeks a variance, the notice of appeal shall also specify the requirements from which a variance is sought and the nature and extent of such variance.
- (C) The taking of an appeal shall not stay the imposition of penalties imposed by this Chapter.
- (D) The Housing Board of Appeals shall fix a reasonable time for the hearing of appeals.
- (E) The Board shall prepare an official record of each appeal and shall base its decision on this record. The official record shall include:
- (1) The relevant administrative records and the order or action of the CEO which is being appealed.
  - (2) The notice of appeal.
  - (3) Such documents, exhibits, photographs, or written reports as may be submitted to the Board for its consideration.
  - (4) Written findings of facts, conditions attached, and the decisions and order by the Board in disposing of the appeal shall be entered into the official record after they have been signed by the Chairman of the Board and after written notice of the disposition of the appeal has been served either in person or by mail upon the parties to the appeal, the CEO and the City Clerk.

**13-11 LANDLORD / TENANT SERVICES**

**13-11.1 Information Concerning Landlord / Tenant Rights.** A supply of booklets explaining the rights of landlords and tenants under the provisions of the City Code and State law shall be maintained by the City Clerk. The City Clerk shall make such booklets available to all landlords currently registered with the CEO and the tenants or prospective tenants of such landlords without charge. No owner of residential rental property in the City or agent of such owner shall rent, lease or contract to lease such property without furnishing to the tenant, prior to tenant's occupancy, a copy of the City's Landlord / Tenant Rights Booklet. In the event a rental unit is being leased to more than one (1) tenant, it shall be sufficient to offer a single booklet for each rental unit. This provision of this Section shall not apply until thirty (30) days after the City Clerk shall have published in a newspaper of general circulation in the City a notice to landlords and tenants that such booklets are available at the City Clerk's Office.

**13-11.2 Landlord / Tenant Committee.**

- (A) There shall be a Landlord/Tenant Committee consisting of five (5) members, two (2) of whom shall be landlords owning residential rental property in the City and two (2) of whom shall be residential tenants residing in the City and the CEO as an ex officio member.
- (B) The landlord and tenant members of the Committee shall be appointed by the City Commission upon recommendation of the City Manager for terms of one (1) year.
- (C) The Committee shall elect from its membership a Chairman and Vice Chairman. The CEO shall serve as Secretary of the Committee.
- (D) The Committee shall act as an advisory body of the City Commission as to all matters pertaining to the minimum rental housing standards of this Chapter and the enforcement thereof.

**13-12 OWNER / TENANT RESPONSIBILITIES**

**13-12.1 Owner Responsibilities.** In addition to all other responsibilities under the terms of this Chapter, the following provisions shall apply to owners:

- (A) Compliance Prior to Rental. No owner shall rent, lease or otherwise offer or provide for occupancy of a rental unit which does not meet the requirements of this Chapter.
- (B) Eviction of Tenants. If an owner is prevented from complying with the provisions of this Chapter due to actions or negligence of a tenant, it shall be the responsibility of the owner to promptly terminate the tenancy and cause the tenant to be evicted as permitted by law.
- (C) Shared or Public Areas. All shared or public areas of a rental premises containing two (2) or more rental units shall be maintained in a clean and sanitary condition by the owner.
- (D) Garbage and Rubbish Removal. The owner shall furnish garbage and trash removal facilities for every rental unit excepting a single family dwelling.
- (E) Utility Services. Owners shall provide utility services as are required and permitted pursuant to Section 13-18 of this Chapter.
- (F) Accessory Structures and Fences. Every accessory structure and fence on a rental premise shall be maintained in good repair by the owner, or in lieu thereof, the owner shall cause the same to be removed.
- (G) Extermination of Insects. Owners shall be responsible for extermination of insects, rodents and other pests as provided in Subsection 13-16.2 of this Chapter.
- (H) Window Screens. Unless a tenant has specifically agreed to provide window screens as required by this Chapter, the owner shall furnish, install, and remove window screens in rental units.
- (I) Sale of Rental Unit. Upon the sale or change of use of a rental unit, the owner shall promptly notify the CEO.

**13-12.2 Responsibilities of Tenants.** In addition to all other responsibilities under the Chapter, the following provisions shall apply to tenants.

- (A) Occupancy. No tenant shall sublet a rental unit or allow non-tenants to occupy a rental unit except upon specific consent of the owner, nor permit an excessive number of occupants to occupy a rental premise in violation of this Chapter.
- (B) Sanitary Condition. Every tenant shall maintain his rental unit and all other parts of a rental premises for which he is responsible in a clean and sanitary condition.
- (C) Cooperation with Owner. Tenants shall promptly notify the owner of any known violation of this Chapter and shall cooperate with the owner in maintaining the rental premises.
- (D) Plumbing Facilities. All plumbing fixtures and toilet facilities shall be maintained in a clean and sanitary condition at all times. Tenants shall use reasonable care in the proper use and operation of all plumbing facilities.
- (E) Parking Requirements. Tenants shall comply with all off-street parking requirements as provided in this Chapter.
- (F) Extermination of Insects and Pests. Tenants shall promptly cause the extermination of all insects, rodents or other pests when it is their responsibility to do so under the provisions of this Chapter.
- (G) Exterior Areas. When required by this Chapter, tenants shall maintain all exterior areas of a rental premises in a clean and orderly condition.
- (H) Rubbish and Garbage - Single Family Units. Tenants of single family dwelling units shall furnish their own rubbish and garbage disposal facilities.
- (I) Enforcement. The tenant responsibilities under this Chapter shall be enforced by the CEO using the same enforcement procedures as are applicable to violations of this Code by owners.

**13-13 REGISTRATION OF RENTAL UNITS**

**13-13.1 Registration of Rental Units Required; Fees.**

- (A) Annually on or before August 1 of each year every owner of a rental unit shall register the same with the City Clerk; make application for an annual license to the CEO; and file with the CEO a notice containing the name, address, and telephone number of the owner (and owner's agent, if any) and a legal description of the rental property, the street number, and in case of a multiple dwelling or apartment house, the number of units or apartments therein. The applicant shall also file a written certification that no rental units to be registered are in violation of this Chapter. Each registration and

application for license shall be accompanied by an appropriate fee as set forth in Section 6-7 of Chapter 6 of this Code.

- (B) Should the title to the property, which is the subject of the application and registration, be obtained more than six (6) months after the annual registration date for that year as specified above, then the license fee to be paid by the applicant shall be one-half (½) the annual fee for such property. The license issued the applicant shall be valid until the following August 1, the regular annual application and registration date.
- (C) In the event an owner shall fail to comply with the provisions of this Subsection on or before August 1 of each year the owner shall pay in addition to the filing fee a late filing fee according to the schedule of fees applicable to this Chapter.

**13-13.2 Register of Rental Dwellings.** Application for registration and license shall be made in such form and in accordance with such instructions as may be provided by the CEO and shall include:

- (A) The address of the rental dwelling.
- (B) The number of dwelling units.
- (C) The name, residence address, and phone number of the owner.
- (D) The name, address, and phone number of the manager or agent designated by the owner.
- (E) The date of registry and registration identification number.
- (F) Total amount of registration fees.

**13-13.3 Issuance of License.** The CEO shall issue a license if the applicant has registered and furnished all the information required by this Section.

**13-13.4 Revocation of License.** The CEO may revoke a rental housing license if the owner or applicant has:

- (A) Misrepresented the ownership or the state or condition of the rental property;
- (B) Violated this Chapter or any other applicable provision of the City Code; or
- (C) Has failed to pay in full any one or more of the following debts or obligations to the City within one hundred eighty (180) days following its due date:
  - (1) property taxes;
  - (2) special assessment installments;
  - (3) water or sewer bills;
  - (4) charges against the rental property for mowing, weed or debris removal, or similar charges; or
  - (5) fees, fines, penalties or debts of any sort arising from the provisions or enforcement of the provisions of this Chapter.

Prior to revoking a rental housing license, the CEO shall cause a written "Notice of Intention to Revoke License" to be delivered to the owner (as defined in Section 13-2 of this Chapter) not less than thirty (30) days prior to the proposed effective date of revocation of the license. The Notice shall be sent by the CEO by first class mail and by certified mail, return receipt requested, to the owner at the address given by the owner when the rental unit(s) was last registered with the City. In the alternative, the Notice may be personally served upon the owner by the CEO with written proof of service signed by the CEO and placed in the owner's rental housing registration file.

**13-13.5 Right to Appeal.** Upon refusal of the CEO to issue a license or upon revocation of a license by the CEO, the applicant or owner may appeal the decision to the Housing Code Board of Appeals. All appeals shall be filed with the CEO for submission to the Housing Code Board of Appeals at least ten (10) days prior to the Board's regular monthly meeting.

**13-13.6 Certificate of Registration.** The CEO shall maintain a registry of the owners (and their responsible agents, if any) of all rental units in the City.

**13-13.7 Change in Register Information.** The owner of rental units previously registered with the CEO shall notify the CEO within thirty (30) days of any change in registration information. A new owner of a registered rental unit(s) shall re-register such unit(s) within thirty (30) days of the date of transfer of ownership. No new fees shall be charged for change of registration.

**13-13.8 Registry of New Rental Dwellings.** The owner of a new rental dwelling or of any dwelling newly converted to a rental dwelling shall register the rental dwelling prior to allowing occupancy of any new rental units.

**13-13.9 Sale of Rental Unit.** The sale of real estate on which a rental unit or units are located shall automatically terminate any rental unit license with respect to such rental unit(s). Prior to the sale, assignment or transfer by the owner of any interest in a rental unit structure, the owner shall cause all rental units to be inspected by the CEO who shall prepare a written report and furnish the owner with a copy within seven (7) working days after receiving a written request for such inspection. The inspection report shall be valid for thirty (30) days unless extended in writing by the CEO.

**13-14 CERTIFICATION OF RENTAL DWELLINGS.**

**13-14.1 Certificate of Compliance.** No rental unit shall be occupied unless a certificate of compliance or a temporary certificate of compliance has been issued to the owner by the CEO.

**13-14.2 Issuance of Certificate of Compliance.** The CEO shall issue a certificate of compliance for a rental unit when the City finds that the rental dwelling, its unit(s) and accessory structures and yards comply with the provisions of this Chapter; however, no certificate of compliance shall be issued until all the following fees and debts to the City, due and owing by the owner of the rental dwelling and pertaining to the rental dwelling, have been paid in full:

- (A) All previously billed property taxes;
- (B) All current or past due special assessment installments;
- (C) Water or sewer bills outstanding;
- (D) All charges against the property for mowing, cleanup, weed or debris removal and similar charges by the City;
- (E) Any fees, fines, penalties or debts of any sort arising from the provisions or enforcement of the provisions of this Chapter.

**13-14.3 Current Certificate of Compliance Required.** No owner shall permit occupancy of a rental unit by a tenant whose rental payments are provided directly or indirectly to the owner by the Family Independence Agency unless such owner shall have been issued a certificate of compliance not less than thirty (30) days prior to initial occupancy by such tenant.

**13-14.4 Temporary Certificate Authorized.** When a certificate of Compliance is required pursuant to this Chapter, the CEO may issue a temporary certificate of compliance for the following reasons only:

- (A) For a newly registered dwelling until such time as the CEO has made a compliance inspection.
- (B) To enable the CEO to balance compliance inspection workloads.
- (C) To coincide with compliance time periods set forth in a notice of violations if such periods extend beyond the expiration date of an existing certificate of compliance.

**13-14.5 Validity of Certificate of Compliance.** A certificate of compliance shall be valid for two (2) years for all properly registered rental units unless sooner revoked as provided in this Chapter or when a current certificate of compliance is required pursuant to Subsection 13-14.3 of this Section.

**13-14.6 Notification of Tenants.** Within five (5) days from the date of revocation of a certificate of compliance, the CEO shall give written notice by regular mail to the occupant(s) of each affected rental unit(s) stating that such rental unit(s) may be ordered vacated within thirty (30) days if the owner fails to obtain a new certificate of compliance.

**13-15 INSPECTION BASIS, FEES AND ENFORCEMENT PROCESS**

**13-15.1 Inspections.** The CEO is authorized to make inspections of all rental units in the City occupied or held for rental. Inspections may be made to determine compliance with the standards of this Chapter in the following instances:

- (A) The CEO shall make inspections of rental units licensed under this Chapter at least once in every two (2) year period.
- (B) When an application is received for the initial registration and licensing of a rental unit for units.
- (C) When a complaint is received by the CEO that a rental unit or rental premises is not in compliance with the provisions of this Chapter.
- (D) Upon observation by the CEO of a violation of the provisions of this Chapter.
- (E) When an emergency is observed by the CEO or reasonably believed to exist.
- (F) Upon the request by an owner or occupant of a rental unit.
- (G) To determine compliance with a notice of violation or an order issued by the CEO or any other City official.
- (H) Mobile homes safety inspection will be inspected once every three (3) years in accordance with MCL 125.2307 Sec. 7(7), as amended from time to time. (Ord. 817; 9-5-2017)

**13-15.2 Inspection Entry.** For the purpose of enforcing the provisions of this Chapter, the CEO is authorized to inspect rental units at any time during reasonable hours with the consent of a responsible party, owner, or owner's agent. Upon refusal of entry, the CEO may apply to the appropriate court for a court order authorizing entry as provided by State law.

**13-15.3 Emergency Entry Authorized.** When an emergency is reasonably believed to exist within a rental unit or accessory structure, the CEO shall have the right to enter immediately and at any time without an

inspection warrant and without requesting permission from any responsible party. Emergency entry shall be for the sole purpose of determining that an emergency exists or to abate an existing emergency condition.

**13-15.4 Fees.** The fees for registration, inspection, complaint inspections, and re-inspections shall be as provided by resolution of the City Commission.

### 13-16 ENVIRONMENTAL, EXTERIOR AND INTERIOR REQUIREMENTS

**13-16.1 Purpose.** The provisions of this Section shall govern the minimum standards for rental units, rental properties and structures. Every residential rental property shall comply with the provisions of this Section as they may apply.

**13-16.2 Exterior Property Areas.** No person shall rent or let to another for human habitation any structure or premises which does not comply with the following requirements:

- (A) **Animals.** Animals kept or allowed in a yard or in an accessory structure shall not be permitted to create any unsafe, odorous or unsanitary conditions or to cause property damage. All feces shall be regularly removed by the tenant. Keeping of animals on the rental premises shall be subject to all other provisions of the City Code pertaining to animals and pursuant to written agreement between owner and tenant.
- (B) **Grading and Drainage.** All premises shall be graded and maintained so as to prevent the accumulation of stagnant water within any building or structure located thereon.
- (C) **Insect and Rodent Harborage.** All exterior property areas shall be kept free from infestation of insects, rodents, vermin and pest's other than those normal for the particular season. The owner shall be responsible for the extermination of insects, rodents, vermin or other pests in all exterior areas of the premises.
- (D) **Sanitation.** All exterior property areas shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage.
- (E) **Trash Stored Outdoors.** Any trash placed outdoors shall be kept in a rigid container which is closed with a tight-fitting lid, except that bulky rubbish such as limbs, weeds, and large cardboard boxes may be bundled so as not to scatter on the ground, blow about, be unsafe or be unsanitary. No container shall be stored outside for more than twenty-four (24) hours unless the container or bundled items are kept in a side yard or rear yard and out of sight from public right-of-way.
- (F) **Removal of Rubbish and Garbage.** Rubbish and garbage shall be removed from the premises at least every seven (7) days.
- (G) **Outdoor Storage of Materials.** Outdoor storage of materials of value shall not be permitted in a front yard or in a required side yard. Materials of value kept outside shall be stored in a safe and sanitary manner, shall not be scattered about and shall not have openings which may provide harborage for vermin.
- (H) **Residential Parking at Rental Dwellings.** Tenant parking spaces shall be used solely for the parking of licensed and operable vehicles of the following types: (a) passenger and other personal vehicles; (b) recreational vehicles and equipment, or (c) commercial vehicles with a gross vehicle weight rating (GVWR) that does not exceed 10,000 pounds or which has more than two (2) axles. The provisions of this Subsection shall not prevent the operator of such vehicles from temporarily stopping for the purpose of the expeditious unloading or loading of goods or materials for residential or consumer household use. Tenant parking is also prohibited in any portion of the front yard, boulevard, street right-of-way or public sidewalk associated with the rental dwelling. (Ord 834; 12-3-2019)
- (I) **Weeds.** All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve (12") inches. All noxious weeds shall be prohibited in accordance with the requirements of the City Code. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs; provided, however, this term shall not include cultivated flowers and gardens.

**13-16.3 Structure Exterior.** No person shall rent or let to another for human habitation any structure or portion thereof which does not comply with the following requirements:

- (A) **Foundations, Walls and Roof.** Every foundation, exterior wall, roof and all other exterior surfaces shall be maintained in a workmanlike state of maintenance and repair and shall be kept in such condition as to exclude rodents. The foundation elements shall adequately support the building at all points.
- (B) **Exterior Walls.** Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface material must be painted or maintained in good repair. Chimneys shall be maintained structurally sound and in safe, operable condition.

- (C) Roof and Gutters. The roof shall be structurally sound, tight, and have no defects which might admit rain. Roof drainage shall be adequate to prevent rain water from causing dampness in the walls or interior portion of the building. Gutters and downspouts when in existence shall be firmly affixed and maintained free from defects, rust, corrosion or debris.
- (D) Stairs, Porches and Railings. Stairs and other exit facilities shall be adequate for safety as provided in the Building Code and shall comply with the following:
- (1) Structural Safety. Every outside stair, every porch, and every appurtenance attached thereto shall be so constructed as to be safe to use and capable of supporting the loads as required by the Building Code; and shall be kept in sound condition and good repair.
  - (2) Handrails. Every flight of stairs which is more than three (3) risers high shall have handrails which shall be located as required by the Building Code. Porches, balconies, or raised floor surfaces located more than thirty (30") inches above the floor or grade below shall have a guardrail not less than thirty-six (36") inches in height. Every handrail and balustrade shall be firmly fastened and shall be maintained in good condition. Non-conforming handrails, prior to April 4, 1994, may be allowed if there is no hazard to the health and safety of the occupants.
- (E) Windows, Doors and Hatchways.
- (1) Every window, exterior door, and basement hatchway shall be substantially tight and shall be kept in sound condition and repair.
  - (2) Every window sash shall be fully supplied with glass window panes or an approved substitute. Cracks or holes in windows are not permitted.
  - (3) Every window sash shall be in good condition and fit reasonably tight within its frame.
  - (4) One window in every room, other than fixed windows, shall be capable of being easily opened and shall be held in position by window hardware except where other means of ventilation, such as, but not limited to, air conditioning is provided.
- (F) Door Hardware. Every exterior door, door hinge, and door latch shall be maintained in good condition. All exterior doors shall be provided with a properly installed locking device in good repair.
- (G) Exterior Doors. Every exterior door when closed shall fit reasonably well within its frame, and the space between the lower edge of the door and/or weather-stripping and the threshold shall not exceed one-quarter (1/4") inch.
- (H) Window and Door Frames to Fit in Wall. Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.
- (I) Basement Hatchways. Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage water into the dwelling or structure.
- (J) Exit Doors. Every door available as an exit shall be capable of being opened from the inside easily and without the use of a key.
- (K) Screening. From April 1st through October 31st, every door opening directly from a rental unit to outdoor space shall be supplied with screens and a self-closing device. Every window or other device which opens directly to outdoor space used or intended for ventilation shall be supplied with a screen. Portable screens not permitted.
- (L) Basement. Every basement or cellar window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents shall be supplied with a screen or such other device as will effectively preclude such entry.
- (M) Accessory Structures. Every accessory structure shall comply with the requirements (A), (B), (C) and (E) of this Subsection 13-16.3

**13-16.4 Structure Interior.** No person shall rent or let to another for human habitation any structure or portion thereof which does not comply with the following requirements:

- (A) Free from Dampness. Every building, cellar, basement and crawl space shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure.
- (B) Structural Members. The supporting structural members of every building shall be structurally sound, showing no evidence of deterioration as to load bearing capacity.
- (C) Interior Stairs. Stairs shall be provided in every structure as required by the Building Code, except where non-conforming stairs are found to be safe and sound by the CEO. All interior stairs of every

structure shall be maintained in sound condition and good repair by replacing treads and risers that evidence excessive wear or are broken, warped or loose.

- (D) Handrails. Every stairwell and every flight of stairs which is more than three (3) risers high shall have handrails or railings located in accordance with provisions of the Building Code. Every handrail or railing shall be firmly fastened and must be maintained in good condition. Properly balustered railings capable of bearing normally imposed loads as required by the Building Code shall be placed on the open portions of stairs, balconies, landings and stairwells. Non-conforming stairs, existing prior to April 4, 1994, may be allowed if there is no hazard to the health and safety of the occupants.
- (E) Bathroom and Kitchen Floors. Every toilet, bathroom and kitchen floor surface shall be construed and maintained so as to be substantially impervious to water and so as to permit the floor surface to be easily maintained in a clean and sanitary condition.
- (F) Sanitation. The interior of every dwelling and structure shall be maintained in a clean and sanitary condition free from any accumulation of rubbish or garbage.
- (G) Insect and Rodent Harborage. Buildings shall be kept free from insect and rodent infestations, and where insects or rodents are found, they shall be promptly exterminated by safe and acceptable processes. After extermination, necessary precautions shall be taken to prevent reinfestation. Every owner of a dwelling, or multi-family dwelling shall be responsible for the extermination of insects, rodents, vermin or other pests whenever infestation exists in two (2) or more of the dwelling units, or in the shared or public parts of the structure. The occupant of a single-family dwelling shall be responsible for such extermination. The occupant of a dwelling unit in a multi-family dwelling shall be responsible for such extermination within the unit occupied by him whenever his dwelling is the only unit in the building that is infested. Notwithstanding the foregoing provisions, whenever infestation of rodents is caused by failure of the owner to maintain any dwelling or multi-family dwelling in a rodent-proof condition, extermination of such rodents shall be the responsibility of the owner.
- (H) Interior Walls, Ceilings and Floors. All interior walls, ceilings and floors shall be structurally sound, in good repair, free from defects, clean, painted or properly maintained. All room partitions shall be of standard construction.
- (I) Interior Doors. Every room intended to be used as a bedroom shall be supplied with a solid or hollow core door and standard hardware properly installed.

### 13-17 BASIC EQUIPMENT AND FACILITIES.

**13-17.1 Ventilation.** Every habitable room shall have at least one (1) window or skylight which can easily be opened for adequate ventilation except where there is supplied ventilation from an electric-powered, mechanical system.

**13-17.2 Bathroom Light and Ventilation.** Every bathroom and toilet compartment shall comply with the light and ventilation requirements for habitable rooms except that no window or skylight shall be required in adequately ventilated bathrooms and toilet compartments equipped with a mechanical ventilation system.

**13-17.3 Electrical Facilities.** Every building and rental unit shall be adequately and safely provided with an electrical system in compliance with the requirements of this Subsection. The provisions of Subparagraphs (A) through (E) below shall be considered absolute minimum requirements. The number of rental units in a building and the usage of appliances and equipment shall be used as a basis for determining the need for additional electrical facilities.

- (A) Receptacles. Every habitable space in a rental unit shall contain at least two (2) separate and remote receptacle outlets or one (1) separate outlet and one (1) ceiling or wall-type electric light fixture. A wall light/outlet combination unit is not acceptable. Every bathroom and laundry area shall contain at least one (1) grounded type receptacle.
- (B) Lighting Fixtures. Every public hall, interior stairway, toilet compartment, bathroom, laundry room and furnace room shall contain at least one (1) electric lighting fixture.
- (C) Service. When an electrical system requires replacement or modification to comply with the provisions of this Subsection, the service shall be corrected to a minimum of one hundred (100) ampere, three (3) wire service.
- (D) Installation. All electrical equipment, wiring and appliances shall be installed and maintained in a safe manner in accordance with the State Electrical Code. All electrical equipment shall be of an approved type.
- (E) Defective System. Where it is found that the electrical system in a structure is defective by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation,

deterioration or damage, or for similar reasons, the CEO shall require the defects to be corrected to eliminate the hazard.

**13-17.4 Heating Facilities.** Every rental unit and residential structure shall have heating facilities that are properly installed, that are maintained in safe and good working condition, and that are capable of heating all habitable rooms, bathrooms, and toilet compartments located therein to a temperature of sixty-eight (68EF) degrees Fahrenheit when the outside temperature is ten (-10EF) degrees below zero except when the supply of heat is controlled by the occupant or by choice of the occupant. Portable heating equipment employing a flame and heating equipment using gasoline or kerosene as fuel are prohibited. All electric portable heating units must be plugged into an electric wall outlet without the use of an extension cord.

**13-17.5 Water Heating Facilities.** Every rental unit shall be supplied with water heating facilities which are installed in an approved manner, properly maintained, and properly connected with hot water lines to the fixtures required to be supplied with hot water. Water heating facilities shall be capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub, shower, and laundry facility or other similar units at a temperature of not less than one hundred twenty (120EF) degrees Fahrenheit as required for the reasonable use by occupants.

**13-17.6 Sanitary Facilities.** Each rental unit shall include the following minimum sanitary facilities maintained in sanitary, safe and working condition:

- (A) Toilet. A toilet within the rental unit separate from the habitable rooms, which affords privacy.
- (B) Lavatory. A lavatory in the same room with the toilet or adjacent to it.
- (C) Bathtub or Shower. A bathtub or shower which affords privacy to the user.
- (D) Kitchen Sink. A kitchen sink apart from the required lavatory.

**13-17.7 Water and Sewer System.** Every installed kitchen sink, lavatory, bathtub or shower and toilet shall be properly connected to a public water and sewer system or approved and permitted private system. All sinks, lavatories, bathtubs and showers shall be supplied with hot and cold running water.

**13-17.8 Installation and Maintenance.** No person shall occupy or let to another person for occupancy any rental unit or structure which does not comply with the following requirements:

- (A) Facilities and Equipment. All required equipment and all building space and parts in every rental unit or structure shall be construed and maintained so as to properly and safely perform their intended function in accordance with the provisions of the Building Code.
- (B) Maintenance Clean and Sanitary. All rental and building facilities shall be maintained in a clean and sanitary condition by the responsible person so as not to breed insects and rodents or produce dangerous or offensive gases or odors.
- (C) Plumbing Fixtures. Water lines, plumbing fixtures, vents and drains shall be properly installed, connected, and maintained in working order free from obstructions, leaks and defects.
- (D) Plumbing Systems. Every plumbing stack and sewer line shall be so installed and maintained as to function properly and shall be kept free from obstructions, leaks and defects to prevent structural deterioration or health hazards. All repairs which require a permit and new installation shall be made in accordance with the provisions of the State Plumbing Code. Non-conforming plumbing systems or parts thereof, existing prior to April 4, 1994, may be allowed if there is no hazard to the health and safety of the occupants.
- (E) Heating Systems. All heating systems and equipment shall be maintained in good condition and shall be installed so as not to create a fire, explosion or any unsafe operation of heating equipment and vents shall be maintained. Sufficient venting capacity and combustion air shall be provided. When the CEO has reasonable grounds to suspect that deficiencies in any of the conditions cited above exist, the inspector may require that the unit be inspected by a licensed heating contractor who is licensed to service and install heating systems by the State of Michigan.

## 13-18 UTILITY SERVICES AND EQUIPMENT TO BE MAINTAINED.

### 13-18.1 Utility Services.

- (A) Except as otherwise provided in this Chapter, an owner shall not cause any of the following utilities, services or equipment to be shut off, disconnected, removed or otherwise terminated or interrupted when the utility, service, or equipment is being furnished to or used by the occupant of a rental unit:

- (1) Water or sewer service.
  - (2) Fuel supply.
  - (3) Heating or ventilation equipment.
  - (4) Hot water supply.
  - (5) Electrical service.
- (B) This Subsection shall not apply to a necessary and temporary interruption of service required for maintenance, repair or replacement nor to any such interruption needed to act upon an emergency or hazardous condition.
  - (C) An owner shall be responsible to the City for payment of municipal water and sewer charges to rental units unless the City has been properly notified in accordance with this Code that a tenant is responsible for such charges.
  - (D) Any termination or interruption of water, sewer, gas or electric utility service by the utility for non-payment of utility bills shall be deemed to be caused by the person who contracted with the utility for the service. Neither an owner nor a tenant shall cause a utility service to be terminated for non-payment or otherwise without giving immediate notice to the other party to a rental agreement.

### 13-19 SPACE AND OCCUPANCY REQUIREMENTS.

**13-19.1 Occupancy Requirements.** No person shall occupy or let to another for occupancy any rental unit for the purpose of living therein which does not comply with the following requirements:

- (A) Minimum Ceiling Height. Habitable rooms shall have a clear ceiling height over the minimum area required by this Chapter of not less than seven (7') feet four (4") inches. A ceiling height of less than seven (7') feet four (4") inches will be considered a built-in deficiency and shall be exempt from compliance, provided that such built-in deficiency was in compliance with the applicable building code at the time of construction. Hallways, corridors, laundry areas, bathrooms, toilet rooms and kitchens shall have a clear ceiling height of not less than seven (7') feet.
- (B) Required Space in Sleeping Rooms. Every room occupied for sleeping purposes by one (1) occupant shall have a minimum gross floor area of at least seventy (70) square feet. Every room occupied for sleeping purposes by more than one (1) occupant shall contain at least fifty (50) square feet of floor area for each occupant.
- (C) Access Limitation of Dwelling Unit to Commercial Uses. No habitable room, bathroom, or toilet compartment which is accessory to a rental unit shall open directly into or shall be used in conjunction with a food store, barber or beauty shop, doctor's or dentist's examination or treatment room, or similar room used for public purposes.
- (D) Location of Rooms. Sleeping rooms shall not constitute the only means of access to other sleeping rooms or habitable space. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory without passing through another bedroom. This requirement shall not apply to single family dwellings in which no lodgers are occupants.
- (E) Required Space in Efficiency Unit. Each efficiency rental unit shall include:
  - (1) A living area of not less than two hundred twenty (220) square feet of superficial floor area with an additional one hundred (100) square feet of superficial floor area for each occupant in excess of two (2).
  - (2) A kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than thirty (30") inches in front.
  - (3) Light and ventilation conforming to this Code shall be provided.
  - (4) A separate bathroom containing a toilet, lavatory, and bathtub or shower.
- (F) Basement Space Not Habitable. No basement space shall be used as a habitable room or rental unit except as provided in this Subsection.
- (G) Basement Dwelling Units. No basement space shall be used as a dwelling or rooming unit unless:
  - (1) The floor and walls are impervious to leakage of underground and surface run-off water.

- (2) The total window area in each room is equal to at least ten (10%) percent of the floor area of the room as measured between stops and is entirely above the grade of the ground adjoining such window area.
  - (3) The total openable window area in each room is equal to forty-five (45%) percent of the minimum window area except where there is supplied a mechanical ventilation system to the outside air capable of completely changing the air in the room every fifteen (15) minutes.
  - (4) The ceiling height throughout the unit is at least seven (7') feet four (4") inches except that hallways, corridors, laundry areas, bathrooms, toilet rooms, and kitchens shall have a clear ceiling height of not less than seven (7') feet.
  - (5) It is separated from heating equipment, incinerators, or other hazardous equipment by an approved partition.
  - (6) Access can be gained to the unit without going through a furnace room.
  - (7) Two (2) independent means of egress are provided from every basement space containing more than one (1) dwelling unit or one (1) rooming unit.
- (H) Prohibited. No kitchen or cooking accommodations shall be permitted or maintained in any room or space of any building for the common or joint use of the individual occupants of a two family or multiple family dwelling.

### 13-20 FIRE SAFETY, PREVENTION, AND PROTECTION REQUIREMENTS.

**13-20.1 SAFETY REQUIREMENTS.** All rental units shall be subject to the following safety and fire prevention requirements:

- (A) Smoke Alarms.
  - (1) Existing 1 and 2 Family Dwelling
    - (a) When the sole source of the detector's power is a battery, rental units shall have an approved functioning smoke alarm inside each sleeping room and outside each sleeping area, in the immediate vicinity of the sleeping room. Smoke alarms shall be placed on each additional story of the dwelling, including basements in accordance with the manufacturer's instructions.
    - (b) Where smoke alarms receive operating power from the building electrical system, smoke alarms may be installed in the immediate vicinity of the sleeping rooms. Smoke alarms shall be placed on each additional story of the dwelling, including basements.
  - (2) Existing Apartments shall comply with Chapter 19 of N.F.P.A. 101, Life Safety Code.
  - (3) Existing Lodging or Rooming Houses shall comply with Chapter 20 of N.F.P.A. 101, Life Safety Code.
  - (4) Mobile homes are to comply with the National Manufactured Housing Construction and Safety Standards Act, or standards and codes to which the home was constructed if it was constructed before the aforementioned Act.
- (B) Vehicles and Machinery. No vehicle or machinery of any type containing gasoline or other flammable liquid shall be repaired, operated, or stored in a basement or any part of a rental unit.
- (C) Flammable and Combustible Materials. Flammable, explosive, or combustible materials, including but not limited to, paints, volatile oils, cleaning fluids, or combustible refuse, including waste paper, boxes, or rags, shall not be accumulated or stored, except in reasonable quantities consistent with normal usage.
- (D) Egress. Egress doors shall be capable of being readily opened from the inner side without the use of keys. There shall be an unobstructed means of egress from the interior of every residential building to a street, or to a yard, court, or passageway leading to a public open area at grade level.

- (E) Fire Extinguishers. All portable fire extinguishers shall be located in a visible and easily accessible location. The owner shall maintain fire extinguishers in good operating condition.
- (F) Exits. Every residential building exceeding two (2) stories in height above grade, not including basements, shall have two (2) approved independent exits from each floor above the second floor. Two-story buildings containing four (4) units or less shall have one (1) approved independent exit from the second floor. Exit signs, when required, shall be illuminated and easily visible by occupants.

**13-21 MOBILE HOME, CAMPER OR MOTOR HOME.** No mobile home, camper, or motor home whether mobile or not shall be occupied as a rental unit within the City except in a legally established mobile home park. Notwithstanding an provision of this Chapter, if the mobile home is being rented to tenants by the owner of the mobile home, it shall be inspected under the terms of this Chapter as authorized by Section 7(7) of the Mobile Home Commission Act, Act 96 of 1987, as amended.

**13-22 MINIMUM STANDARDS FOR ROOMING HOUSES.** Every rooming house in the City shall be in compliance with the applicable minimum standards and requirements of this Chapter and shall be subject to the following additional requirements:

- (A) Basic Equipment. At least one (1) flush toilet, one (1) lavatory basin and one (1) bathtub or shower shall be provided for each eight (8) occupants when the number shall include members of the family of the owner or operator if they share the use of the facilities. In a rooming house in which both sexes are accommodated, there shall be a minimum of two (2) flush toilets and lavatory basins located in separate rooms which are conspicuously marked.
- (B) Locations of Toilets, Baths. Every toilet, lavatory basin and bathtub or shower required by this Chapter shall be located in a room which has all the following characteristics.
  - (1) Affords privacy and is separate from the habitable rooms.
  - (2) Is accessible from a common hall without going outside the rooming house.
  - (3) Is not more than one (1) story removed from the rooming unit of any occupant sharing the facilities.
- (C) Shades, Drapes. Every window of every room used for sleeping shall be supplied with shades, draw drapes, or other devices or materials which, when properly used, will afford privacy to the occupant of the room.
- (D) Bedding, Bed Linen, Towels. Where bedding, bed linen or towels are supplied, the owner shall maintain the bedding in a clean and sanitary manner and shall furnish clean bed linen and towels at least once each week and prior to the letting of any room to any new occupant.
- (E) Means of Egress. The egress requirements of the Building Code for multiple dwellings shall apply when the rooming house is more than two (2) stories in height or when there are accommodations for ten (10) or more persons in a second story.
- (F) Sanitary Maintenance by Owner. The owner shall keep all walls, floors and ceilings in a clean, safe and sanitary condition.
- (G) Garbage and Rubbish Containers. The owner shall provide approved containers for the storage of garbage or rubbish.

**13-23 STRUCTURE UNFIT FOR HUMAN OCCUPANCY.**

**13-23.1 Declaration.** Whenever the CEO finds any rental unit or rental unit structure to be:

- (A) A hazard to the safety, health or welfare of the occupants or to the public because it lacks maintenance;
- (B) In disrepair, unsanitary, vermin-infested or rodent-infested;
- (C) In violation of the minimum requirements of this Chapter, but has not reached the state of complete disrepair as to be subject to condemnation as a dangerous building;
- (D) Is occupied by more occupants than permitted under this Chapter; or
- (E) Erected, altered or occupied contrary to law.

The CEO may cause it to be posted as unfit for human habitation and order it vacated. It shall be unlawful to again occupy such rental unit or structure until it or its occupation, as the case may be, has been made to conform to the provisions of this Chapter.

**13-23.2 Order to Vacate.** Any rental unit or rental structure found to be unfit for human habitation by the CEO shall be ordered repaired or rehabilitated to correct the conditions rendering the same unfit for human habitation. An order to vacate shall be in writing and include:

- (A) The street number or other description of the real estate and rental unit(s) sufficient for identification.
- (B) A description of the defects, conditions and/or violations of this Chapter.
- (C) A directive that the rental unit or rental structure when vacated must remain vacant until the provisions of the order to vacate have been met, and the order to vacate has been withdrawn in writing.
- (D) A reasonable time limit for making the repairs, rehabilitation or correcting violations of this Chapter.
- (E) State the time period in which occupants must vacate the structure.
- (F) State that the order to vacate may be appealed to the Housing Code Board of Appeals in accordance with the provisions of this Chapter and the procedure and rules promulgated by the Board of Appeals.

**13-23.3 Posting of Notice.** Any rental unit or structure declared unfit for human habitation shall be posted in a conspicuous place or places with a placard bearing the words: "CONDEMNED AS UNFIT FOR HUMAN HABITATION".

**13-23.4 Service of Notices or Orders.** A person shall be deemed to be served with a violation notice, final notice to repair or any other official notice or order of the CEO if a copy is served upon him or her personally; or if a copy is sent by regular mail to his or her last known address, and a copy is posted in a conspicuous place in or on the rental unit or structure containing the rental unit affected by such notice or order; or if he or she is served with a copy by any other method authorized by the laws of this State. The time of performance shall commence on the date of personal service or the date of posting or mailing, whichever is later.

**13-23.5 Emergencies.**

- (A) Emergency Orders. If the CEO determines that a condition exists or is likely to exist which is an emergency, the CEO shall immediately attempt to verbally notify the owner or owner's agent, and all occupants of the rental unit(s) of the nature of the emergency and verbally order the responsible party to immediately correct the condition(s) causing the emergency. The CEO shall prepare and serve a violation notice on the responsible party as soon as practicable after the verbal order has been given or attempted. Failure to comply with an emergency order is a violation of this Chapter.
- (B) Abatement of Emergency. If the responsible party cannot be contacted by the CEO or if following a verbal order to correct an emergency condition, a responsible party fails to correct an emergency condition within the time allotted; the CEO may take all necessary and appropriate action to abate an emergency condition upon prior written approval of the City Manager.

**13-24 FINAL NOTICE TO REPAIR.** Upon observing the continued existence of a violation of this Chapter as stated in a violation notice, the CEO shall serve a final notice to repair on the responsible party. The notice shall:

- (A) Specify the date of inspection and the address where the violation was found.
- (B) Have attached a true copy of the violation notice.
- (C) Include a description and location of each violation observed by the CEO.
- (D) Order the responsible party to correct all listed violations by a specified date.
- (E) State that each violation is a separate punishable offense.
- (F) State that a re-inspection will be made to determine whether all violations have been corrected by the specified date.
- (G) Advise the responsible party of applicable re-inspection fees charged by the City.
- (H) State that failure to comply with the final notice to repair will result in prosecution.

- (I) Inform the responsible party of the right of appeal before the Housing Code Board of Appeals.

**13-24.1 Change of Ownership.** The CEO shall immediately issue a new violation notice or a final notice to repair, as the case may be, to any new person or persons assuming occupancy, ownership or the status of agent for any rental unit which has been cited for violations. The responsible party who has failed to comply with a violation notice and/or final notice to repair shall not be relieved of the responsibility of having violated any provision of this Chapter by transferring ownership or occupancy.

**13-24.2 Time to Correct Violations.** All violation notices shall provide a specified time period to correct the violation(s) in relation to the seriousness of the violation(s). The following time limits shall apply:

- (A) Not more than twenty-four (24) hours for an emergency violation.
- (B) Not more than ten (10) days for removing domestic refuse; to provide adequate heat or water; or to correct hazardous conditions.
- (C) Not less than thirty (30) days nor more than sixty (60) days for all other violations.
- (D) Violation notices issued between October 31 and April 1 for exterior painting, or for any other exterior work adversely affected by cold or snow, shall provide additional time for completion of such work, but in no case longer than June 30.
- (E) The CEO may extend the time period for correction of violations if:
- (1) There are extending circumstances.
  - (2) The responsible party has made a substantial and documented effort to correct violations within the time allotted. In no event shall the CEO grant an extension for more than double the time period allowed in the original violation notice. All extensions shall be in writing and served on the responsible party in the same manner as the violation notice.
- (F) Not more than one (1) extension shall be granted by the CEO. Further extensions, if any, may be granted only by the Housing Code Board of Appeals for good cause shown.

**13-24.3 Recurrent Violations.** A responsible party who violates any provision of this Chapter in or about the same rental unit(s) in the same structure three (3) or more times in any consecutive twelve (12) month period, or who does not correct a cited violation within thirty (30) days after being convicted of, or found responsible for, violating a provision of this Chapter, shall be presumed to be a willful violator of the provisions of this Chapter and to be causing undue expense to the City in the administration of this Chapter. In such cases:

- (A) The CEO shall issue a final notice to repair after determining that a violation still or again exists.
- (B) The CEO shall specify the shortest time period permitted by this Chapter for the correction of any existing or further violation.
- (C) All inspections and/or re-inspection fees then in effect shall be doubled.
- (D) The CEO may revoke the responsible owner's license to maintain a rental unit(s) and/or order all occupants of such rental unit(s) to vacate the premises.

**13-24.4 Prosecution.** Upon failure of a responsible party to comply with a final notice to repair, the CEO may refer the matter to the City Attorney for prosecution, or the CEO may issue a court appearance ticket for such violation(s).

**13-24.5 Prosecution Not Delayed.** Nothing in this Section shall delay or be a cause of terminating the prosecution of a defendant for failure to correct violations of this Chapter noted in a final notice to repair or an emergency.

**13-24.6 Court Orders, Penalties and Fees.**

- (A) Violations. A person maintaining a structure, contrary to this Chapter, shall be charged with maintaining a structure in violation of this Chapter. The complaint or appearance ticket may include one (1) or more violations any of which may individually constitute the maintenance of a nuisance.
- (B) Penalties and Sentencing. The penalty for violation of this Chapter shall be as indicated in this Subsection. Any fine or jail sentence imposed by the court shall reflect the seriousness of each offense as well as the violator's previous history of recurrent violations of the provisions of this Chapter. Each day shall be deemed a separate offense. The CEO may issue a separate appearance for violation of any provision of this Chapter; the court shall sentence the defendant to pay a fine of

up to Five Hundred (\$500) Dollars or up to ninety (90) days in jail or both. The court may, in addition to such fine and/or such imprisonment, place the defendant on probation for any period of time and subject to any conditions permitted by State law. The court may also, in appropriate causes, suspend all or part of any fine or term of imprisonment imposed on such terms and conditions as the court deems appropriate. The court shall exercise its authority to sentence the defendant to a term or probation and to prescribe the conditions therefore and shall exercise its power to suspend all or part of any fine or term of imprisonment so as to bring about compliance with the terms of the Chapter and to prevent further violations.

- (C) City Costs. Upon conviction for violations of any provisions of this Chapter, the Court may, as a condition of probation if a term of probation is all or a part of the defendant's sentence, order the defendant to reimburse the City for all of the costs of enforcement of this Chapter attributable to the violations for which the defendant was convicted, including, but not limited to, the costs of inspection, prosecution and administration. If such a condition is not imposed, the City may file a civil action against the defendant and may upon proof of the defendant's conviction recover all of the costs referred to above. If the defendant is the owner of rental property in the City, such costs may also be assessed by lien against the property of the defendant until paid.

### 13-24.7 Civil Remedies for Violation.

- (A) Action in Circuit Court.
- (1) In case any dwelling or rental unit is maintained in violation of any provision of this Chapter or of any order or notice given, or in case a nuisance exists in any dwelling or upon the lot on which it is situated, or within an accessory structure, the City, by and through the CEO, may institute an action in Circuit Court to prevent such unlawful maintenance; to restrain, correct or abate such violation or nuisance; to prevent the occupant of such dwelling, building, or structure; or to prevent any illegal act of conduct from existing in such dwelling or lot.
  - (2) The procedure for such action shall be the same as for an injunction or abatement of a nuisance under Circuit Court rules, the statutes as provided for in common law.
  - (3) The judgment of the Court in such cause may direct the correction, repair or rehabilitation of the dwelling or building, or the abatement of the nuisance; may authorize a reasonable time within which the defendant may make such correction or abatement; and may authorize the City to execute and carry out the provisions of the judgment in case of default of the defendant.
  - (4) Whenever the City has incurred any expense in the enforcement of this Chapter or the judgment of the Court, the City may institute and maintain a suit against the owner of the premises in respect to which such expense that have been incurred and may recover the amount of such expense in addition to the costs of suit.
  - (5) The judgment of the court may order the vacation of the premises until the corrections, rehabilitations, or abatements are completed.
- (B) Lien on Premises. In appropriate cases, the City shall have lien upon the premises for the expenses necessarily incurred in the execution of such judgment, which lien shall have priority over all other liens or encumbrances except taxes, assessments or mortgages recorded previous to the existence of such lien. Such lien may be foreclosed, as in the case of foreclosure of mortgages by court action, as established by the Circuit Court rules and the statutes of the State in such cases made and provided.
- (C) Lis Pendens Notice. In any action instituted by the City under this Subsection, the City Attorney shall file in the Office of the Register of Deeds of the County a notice of the pendency of the action or proceedings. A notice may be filed at the time of the commencement of the action or proceeding, or at any time before final judgment or order, or at any time after the service of any notice or order issued by the City. The notice shall have the same force and effect as a lis pendens, as provided for in the statutes of the State. The Register of Deeds shall record it and shall index it to the name of each person specified in directions prescribed by the City Attorney. Any notice may be vacated upon the order of the judge of the court in which the action or proceeding was instituted or is pending, or upon consent in writing of the City Attorney. The Register of Deeds for the County shall mark the notice and any record as canceled of record upon the presentation for filing of consent or of a certified copy of the order.
- (D) Municipal Civil Infraction. In addition to any other penalty for violation of this Chapter, a person who violates any provision of this Chapter is responsible for a municipal civil infraction, subject to the payment of a civil fine of not less than fifty (\$50) dollars plus costs and other sanctions for each

infraction. Repeat offenses under this Chapter shall be subject to increased fines as provided in this Code, as amended.

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