

ARTICLE IX – RESIDENTIAL RENTAL PROPERTIES

DIVISION - GENERALLY

7-9-1 DEFINITION. A residential rental structure for the purpose of this Article is any apartment, residence, rooming house, dwelling, or multi-family dwelling structure, located within the corporate limits of the City that the owner thereof rents, either entirely or in part, to another person for occupancy of a residence.

7-9-2 REGISTRATION. It shall be unlawful for an owner of a residential rental structure to rent that residential rental structure, entirely or in part, to another person for occupancy as a residence, unless the owner shall have registered the residential rental structure with the City on or before **January 1, 2020**.

7-9-3 APPLICATION FOR REGISTRATION. The owner of a residential rental property shall register the residential rental structure with the City (on forms provided by the City a copy of which is attached hereto), by a written application for registration, and filing the application for registration with the City Building Inspector. The application for registration requires the following information:

- (A) the address of the structure;
- (B) brief description of the structure;
- (C) the number of rental units in the structure;
- (D) the name, mailing address and telephone number of the owner of the rental structure;
- (E) the identity of any management company which may be responsible for managing the rental structure, including the contact person from said management company responsible for that property; and
- (F) whether leases for the structure are short term (less than **thirty (30) days** or more).

If the owner of the residential rental structure is a business entity rather than a natural person, the application shall provide the identity of the business entity, the name, address and telephone number of the person in control of the entity.

7-9-4 RE-REGISTRATION. Registration shall only be required for any property one time, unless the following occurs:

- (A) all or part of the ownership of the residential rental structure changes;
- (B) the number of rental units in the residential structure changed.

Upon the change of ownership of any registered rental structure, the new owner shall, within **thirty (30) days** of taking ownership of the structure, register the property with the City Building Inspector and provide all of the information stated in **Section 7-9-3**. Any owner of registered residential rental property who sells said structure shall notify the City Building Inspector within **thirty (30) days** of closing of said sale. Any structure which was not previously a residential rental structure but is converted to a residential rental structure shall also be registered within **thirty (30) days** of said structure being converted to a residential rental structure.

7-9-5 FEE. There shall be no fee for registration of residential rental property if the registration is completed on or before **January 1, 2020**, or if registration is completed within **thirty (30) days** of a landlord acquiring ownership of the residential rental property or converting previously non-rental property to residential rental property after **January 1, 2020**.

There shall be a fee of **Twenty-Five Dollars (\$25.00)** per residential rental unit to register said properties after **January 1, 2020**, or if registered more than **thirty (30) days** after acquiring ownership of residential rental property after **January 1, 2020** or converting previously non-rental residential property to rental residential property.

7-9-6 FINES/PENALTIES. Failure to register residential rental properties as provided in this Division shall result in Citation for City Ordinance Violation and a fine of **Fifty Dollars (\$50.00)** per day for each day that the residential real estate is not registered

(Ord. No. 1420; 08-06-19)

DIVISION II – INSPECTIONS

7-9-7 INSPECTION OF RENTAL PROPERTIES. This Division applies to residential rental real estate, which includes Short Term rentals of less than **one (1) year**. When a change in tenancy occurs in residential rental property, including short term rentals (commencement of each lease), the Residential Rental Inspector will inspect all residential rental properties in accordance with standards established in the 2015 International Property Maintenance Code (or any future additions adopted by the City). A copy of the inspection materials (including the Inspection Report Form) can be obtained at City Hall. A property that meets the criteria set out in the Inspection Report shall be issued a Health Safety Inspection Certificate of Compliance by the City.

7-9-8 PROHIBITED CONDUCT.

(A) It shall be unlawful for any person or business entity to lease, let or rent to another for use or occupancy as a residence without a current and valid City-issued Health Safety Inspection Certificate of Compliance demonstrating that the property meets the criteria designated in the Safety Inspection Report. A valid City-issued Health Safety Inspection Certificate of Compliance shall be required for each new tenancy in a residential rental property subsequent to **January 1, 2020**.

(B) It shall be unlawful for any person or business entity to purchase any part of, or obtain fee simple interest in, any residential rental property with an existing residential lease without a current and valid City-issued Health Safety Inspection Certificate of Compliance.

(C) After a Health Safety Inspection has been conducted on the residential rental property, it shall be unlawful for any person to occupy a residential rental property that does not have a current and valid City-issued Health Safety Inspection Certificate of Compliance.

7-9-9 HEALTH SAFETY INSPECTIONS.

(A) Unless otherwise provided herein, at each change in tenancy, a Health Safety Inspection Certificate of Compliance must be obtained by every owner and/or landlord, or the agency or representative of the owner and/or landlord of residential rental property. A change of tenant(s) requires all residential rental property be brought into compliance with City Code. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must be corrected, and the property reinspected and approved, prior to being let for occupancy. If the residential rental real estate has a Health Safety Inspection Certificate of Compliance that has been issued less than **one (1) year** earlier, the owner and/or landlord will not require another inspection until he or she enters into a new lease with residential tenant.

(B) A change in ownership of residential rental property requires that all rental units be brought into compliance with the City Code and that the owner/landlord shall have obtained a Health Safety Inspection Certificate of Compliance prior to entering into any residential lease. If the residential rental structure or residential rental property is found to be in violation of the Code, the deficiencies must

be corrected, and the property reinspected and approved prior to being let for occupancy. If the acquired real estate has a Health Safety Inspection Certificate of Compliance that has been issued less than **one (1) year** earlier, the new owner will not require another inspection until he or she enters into a new lease with residential tenant.

(C) Before any residential rental property can be let for occupancy, the owner or the agent or representative of the owner must submit the required application for a Health Safety Inspection and pay an inspection fee of **Eighty Dollars (\$80.00)**. The inspection fee shall be applicable to each residential unit.

(D) The required inspection fee of **Eighty Dollars (\$80.00)** allows for the initial inspection and one follow-up inspection for each residential rental property that has failed the initial inspection.

(E) The application and fee for the Health Safety Inspection can be submitted to the City as soon as the residential property is available for a new tenant. The City shall make every effort to have the inspection completed within **forty-eight (48) hours** (exclusive of weekends and holidays).

(F) The owner and/or landlord, or the agent or representative of the owner and/or landlord shall make an appointment at City Hall with the Residential Rental Inspector for an inspection of the residential rental property to determine compliance with the City Code.

(G) When the residential rental property inspection process is completed, the Residential Rental Inspector will notify the owner and/or landlord, or the agent or representative of the owner and/or landlord.

(H) If the Residential Rental Inspector determines that the residential rental property that is subject to the inspection complies with the City Code, a Health and Safety Inspection Certificate of Compliance will be issued from the City.

(I) If, however, the residential rental property is not in compliance with the City Code, it will not be approved for a Health Safety Inspection Certificate of Compliance and the owner and/or landlord, or the agent or representative of the owner and/or landlord, will receive a violation notice describing the violations and the corrections to be made.

(J) A Health Safety Inspection Certificate of Compliance shall remain valid until the sooner of any of the following:

- (1) The City revokes or suspends the Health Safety Inspection Certificate of Compliance due to a violation of the City Code related to the residential rental structure or residential rental property at issue;
- (2) Change in tenancy at the residential rental property, unless the change in tenancy occurs within **one (1) year** of the issuance of the previous Certificate of Compliance;
- (3) Change in tenancy after change in ownership of residential rental property or short-term rental property, unless a Certificate of Compliance was issued less than **one (1) year** prior;
- (4) The residential rental property is damaged or destroyed to the extent it is no longer habitable.

(K) A Health Safety Inspection Certificate of Compliance may not be transferred from one residential rental property to another.

(L) In the event an owner and/or landlord, or representative of the owner and/or landlord or the tenant/occupant of a residential rental property refuses to allow the Residential Rental Inspector to inspect a residential rental property, schedule a time to inspect the residential rental property or otherwise fails to comply with the City Code, the City reserves all remedies to secure compliance with this Section including, without limitation, issuing continuing fines, seeking a search warrant to conduct an inspection, seeking all available fines and penalties, or suspending or revoking a Health Safety Inspection Certificate of Compliance for the real estate at issue.

(M) Residential Rental Inspector shall complete as many re-inspections as are necessary to ensure that appropriate corrective action has been taken to bring the residential rental property into compliance with the City Code.

(N) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall be charged **Eighty Dollars (\$80.00)** for the initial inspection and one follow-up

inspection of the residential rental property to ensure compliance with this Section. After the initial inspection and follow-up inspection, the owner and/or landlord or the agent, or representative of the owner and/or landlord, shall be charged **Eighty Dollars (\$80.00)** for each inspection deemed necessary by the City to bring the residential rental property into compliance with the City Code.

7-9-10 APPLICATION.

(A) Owner and/or landlord, or the agent or representative of the owner and/or landlord, shall complete a Health Safety Inspection Certificate of Compliance application on a form provided by the City and provide all other information requested by the City. At a minimum, owner and/or landlord, or the agent or representative of the owner and/or landlord, shall provide the following information for each residential rental property:

- (1) Owner and/or landlord's legal name, home and business address, home, business and mobile telephone numbers, and email addresses;
- (2) Property agent or representative's legal name, business address, business and mobile phone numbers and email address;
- (3) The address of the residential rental property;
- (4) The number of bathrooms and bedrooms in each residential rental property;
- (5) The maximum occupancy of the residential rental property;
- (6) The residential rental property's square footage; and
- (7) The **Eighty Dollar (\$80.00)** fee.

(B) The owner and/or landlord, or the agent or representative of the owner and/or landlord, shall submit a revised application to the City within **forty-five (45) days** of any modifications to the information previously provided on the Health Safety Inspection application.

7-9-11 APPEALS.

(A) Any person receiving a violation notice pursuant to this Section, and any person denied a Health Safety Inspection Certificate of Compliance, or any person whose Health Safety Inspection Certificate of Compliance has been suspended or revoked, shall have the right to appeal to the Mayor.

(B) Such an appeal shall be in writing and filed with the City Building Inspector within **fourteen (14) days** of the Health Safety Inspection Officer's action. The appeal shall contain a complete statement of the reasons for the appeal, the specific facts supporting the appeal, and all evidence the appellant intends to rely on to support the appeal. If no appeal is filed, as stated herein, within the **fourteen (14) day** period after the date of the Residential Rental Inspector action, then the right to appeal the decision shall be waived.

(C) The Mayor shall schedule a meeting to consider the appeal within **thirty (30) days** of receiving the appeal notice. The Mayor may consider all facts, evidence, and testimony presented by the appellant and the Health Safety Inspection Officer, and all other information determined to be relevant to the appeal.

(D) The Mayor shall send written notice of the decision to the owner within **thirty (30) days** of hearing the appeal.

(E) If the owner and/or landlord disagrees with the determination of the Mayor in the appeal, the owner and/or landlord shall have the right to ask for a review before the City Council by making a written request for review and delivering it to the City Clerk's office.

(F) The residential rental property shall not be let for occupancy while the appeal is pending.

7-9-12 OTHER INSPECTIONS. Nothing in this Section shall restrict, limit or alter the City's authority to inspect any property or impose penalties for violations of the City Code.

7-9-13 **PENALTIES.** Should an occupant be permitted by the owner and/or landlord, or the agent or representative of the owner and/or landlord, to occupy any rental residential real estate without first obtaining a Health Safety Inspection Certification, the owner and/or landlord shall be subject to a fine of **Fifty Dollars (\$50.00)**. Each day of unlawful occupancy shall be considered a new violation and subject to an additional fine in the amounts stated herein. Failure to obtain a Health Safety Inspection Certification prior to an occupancy moving into and the City conducting an inspection of the rental property shall not waive the right of the City to enter onto and conduct an inspection of the rental property and to prohibit further occupancy of the rental property until the owner and/or landlord is in compliance with the Division and the Code.

(Ord. No. 1424; 12-17-19)