

CHAPTER 156

RENTAL CODE

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156.01 PURPOSE. The purpose of this chapter is to protect and promote the health, safety and welfare of those persons renting residential property as well as the general public. This will be accomplished by establishing reasonable minimum requirements for rental property within the City limits.

156.02 SCOPE. The provisions of this chapter apply to all residential rental property within the City limits, used or intended to be used for human occupancy.

156.03 DEFINITIONS. The following definitions apply to the interpretation and enforcement of this chapter:

1. “Acceptable” or “approved” means substantial compliance with the provisions of this chapter.
2. “Accessory structure” means a detached structure which is not used or intended to be used for living or sleeping by human occupants.
3. “Basement” means a story having a part but not more than one-half (1/2) of its height below grade, which may or may not be considered habitable space.
4. “Cellar” means a story having more than one-half (1/2) of its height below grade. Cellar means a space below the first or main floor used or intended to be used for storage or a location for heating equipment and is not considered habitable space.
5. “Crawl Space” means an area accessible by crawling, having a clearance less than human height, for access to plumbing or wiring, and storage.
6. “Designated Official” means the Building Official, Compliance Officer, and/or their designees who are authorized to enforce the Rental Code.
7. “Dwelling” means any building, structure or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants and includes any appurtenances attached thereto.

8. "Dwelling unit" means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin, or trailer.
9. "Egress" means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
10. "Extermination" means the control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method approved by the Designated Official.
11. "Habitable room" means a room or enclosed floor space within a dwelling unit used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and cellars.
12. "Infestation" means the presence within or around a dwelling of any insects, rodents or other pests in such quantities as would be considered unsanitary.
13. "Kitchen" means a habitable room used or intended to be used for cooking or the preparation of meals.
14. "Kitchen sink" means a basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold water lines and properly connected to a drainage system.
15. "Lavatory" means a hand washing basin which is connected to both hot and cold water lines and properly connected to a drainage system which is separate and distinct from a kitchen sink.
16. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
17. "Occupant" means any person, including owner or operator, living in, sleeping in, and/or cooking in or having actual possession of a dwelling unit.
18. "Owner" means any person who has custody and/or control of any dwelling or dwelling unit by virtue of a contractual interest in or legal or equitable title to the dwelling or dwelling unit. Owner also means any person who has custody and/or control of any dwelling or dwelling unit as a guardian.
19. "Placard" means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
20. "Plumbing" means and includes any and all of the following supplied facilities and equipment: water pipes; garbage disposal units; waste pipes; toilets; sinks; lavatories; bathtubs; shower baths; water heating devices; catch basins; drains; vents and any other similar supplied fixtures, together with all connections to water and sewer lines.

21. "Privacy" means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
22. "Rental Unit" means any building or portion thereof that contains living facilities, including provisions for sleeping, eating, cooking, and sanitation as required by this code and rented for monetary compensation.
23. "Rental permit" means a document, issued periodically which grants the owner or operator the option of letting a unit for rental purposes and showing that unit for which it is issued was in compliance with the applicable provisions of the chapter at the time of issuance.
24. "Rodent proofing" means a form of construction which will impede or prevent the ingress or egress of rodents to or from a given space or building, or will prevent from gaining access to food, water, or harborage.
25. "Rubbish" means nonputrescible solid wastes (excluding ashes) consisting of either:
- A. Combustible wastes such as paper, cardboard, plastic containers, yard clippings and wood; or
 - B. Noncombustible wastes such as tin cans, glass and crockery.
26. "Temporary housing" means any tent, trailer, motor home or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to other structures or to any utility system on the same premises for more than thirty (30) days.
27. "Toilet" means a water closet with a bowl and trap made in one piece, which is of such shape and form and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

156.04 INSPECTION AUTHORIZED.

1. Authority. The Building Official, Compliance Officer and/or their designee (hereinafter "Designated Official") are hereby authorized to administer and enforce the provisions of the Rental Code and make inspections to determine the condition of all dwellings, dwelling units, rooming units, structures, and premises located within the City, in order that they may perform their duty of safeguarding the health, safety, and welfare of the occupants of dwellings and of the general public under the provisions of the Code, enforce the provisions of this chapter and are hereby authorized and directed to make inspections pursuant to or in response to a proper service request with regard to alleged violation of the provisions of this chapter or of applicable rules or regulations pursuant thereto.
2. Inspections.
 - Inspections of Owner-Occupied Dwellings, Single-Family Dwellings.
 - Inspections of owner-occupied single-family dwellings shall occur only

upon request by the owner or occupant to the City ~~inspector~~ and only the standards of Section 156.07 shall be applicable.

3. Maintenance Inspection. Inspection under of the provisions of Section 156.07 of the Rental Code shall be conducted upon request, on a complaint basis, and/or through a program of rental inspection which shall be conducted every two (2) years.

156.05 RENTAL PROPERTY RESTRICTED.

1. No owner or any other person shall rent or let to another person any dwelling unless it and the premises are clean, sanitary and fit for human occupancy as required by this chapter and applicable State Statutes (IOWA Code 562A.15), and a current rental permit has been issued.

156.06 RENTAL PERMIT PROCEDURES.

1. Rental Permit. A rental permit shall be a document indicating compliance with Section 156.07 of the Rental Code at the time of issuance and shall be valid for a specified period of time. The document shall be transferable from one owner or operator to another at any time prior to its expiration, termination or revocation. In the event the property is sold, the new owner shall provide their physical and mailing address, and telephone number to the City
2. Application for Rental Permit. The owner or operator shall file, in duplicate, an application for rental permit with the Planning and Zoning Department on application forms provided by the Building Official.
3. Issuance of Rental Permit. When all provisions of Section 156.07 of the Rental Code have been complied with by the owner or operator, the Building Official shall issue a rental permit upon payment of all permit and reinspection fees, for the amount of which shall be established by resolution of the Council.
4. Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Designated Official to remedy any violations cited subsequent to a maintenance inspection, provided a rental application is on file with fees paid.
5. Revocation of Rental Permit. The Rental Permit shall be good for two (2) years, except when there has been fraud, collusion or illegality in the inspection process applicable to this Rental Permit or when there exists a material and substantial noncompliance with Section 156.07 which directly affects the health and/or safety of the occupant therein. The Building Official, or tenant who believes that there exists grounds for revocation, may petition the Board of Appeals to revoke the Rental Permit. The burden of proof shall be upon the party seeking revocation. The owner or operator of the affected property shall be properly notified of the petition for revocation and shall be notified of the date, place and

time of the Board of Appeals' consideration of the petition and may appear and defend. Upon final determination by the Board of Appeals, a Rental Permit may be modified to reflect the compliance of each dwelling unit and/or rooming unit with Section 156.07 or may be revoked in whole or in part.

6. Hearing When a Rental Permit is denied. Any person whose application for a rental permit has been denied may request, and shall be granted, a hearing on the matter before the Board of Appeals within 30 days of said denial.

156.07 MINIMUM STANDARDS.

1. Every dwelling unit shall have a kitchen room or kitchenette equipped with a working and functioning kitchen sink, containing space capable of properly accommodating a refrigerator and a stove or range with proper access terminals to utilities necessary to operate a refrigerator and a stove or range, and shall include adequate space for the storage and preparation of food.

2. Every dwelling unit shall contain the following working and functioning facilities:

- A. Toilet.
- B. Bathtub or shower.
- C. Lavatory basin within or adjacent to the room containing the toilet.

3. Every dwelling unit shall be served by a properly working and functioning water heater. Said water heater shall be capable of heating water to a temperature of 100 degrees Fahrenheit so as to permit an adequate amount of water to be drawn at every kitchen sink, lavatory basin and bathtub or shower in the dwelling unit.

4. Every kitchen sink, toilet, lavatory basin and bathtub or shower shall be properly connected to the City water and sewer systems.

5. Every dwelling unit shall have access directly to the outside or to a public corridor.

6. Every dwelling unit shall have at least one (1) operable window or exterior door approved for emergency egress or rescue, in addition to the main outside access door. Said windows or exterior door shall be operable from the inside to provide a full, clear opening without the use of separate tools.

7. Every dwelling unit shall have heating facilities which are properly installed and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least 68 degrees Fahrenheit.

8. Every habitable room shall contain at least one (1) separate floor or wall type electrical double convenience outlets (if applicable to that code during the time of construction or reconstruction) which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly and safely installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one (1) supplied ceiling or wall type electric light fixture or switch outlet. Every such

outlet and fixture shall be properly and safely installed. Temporary wiring or extension cords shall not be used as permanent wiring.

9. In the case of a mobile home, the home shall be securely anchored by a tie-down device which distributes and transfers the load posed by the unit to appropriate ground anchors so as to resist wind overturning and sliding.

10. Each rental dwelling unit shall have a 2½-pound type “ABC” fire extinguisher or have access to a fire extinguisher within seventy-five (75) feet of any unit, which is approved by the Designated Official. Fire extinguishers shall be properly hung in an area of easy access.

11. All dwelling units shall be provided with properly working smoke detectors as approved by the Designated Official. The detector shall be mounted on the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Smoke detectors installed in areas where sleeping rooms are on an upper level shall be located above the stairway. All detectors shall be located according to the manufacturer’s directions. Care shall be exercised to ensure that the installation will not interfere with the operating characteristics of the detector. When actuated, the detector shall provide an alarm for the dwelling unit.

12. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk and appurtenances thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon. Every door, door hinge, door latch and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame. Every window, existing storm window, window screen, window latch, window lock and other window parts, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame.

13. Every chimney and every supplied smoke pipe shall be adequately supported, and maintained in a reasonably good state of repair.

14. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.

15. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent at the beginning of each tenant’s occupancy.

16. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.

17. If there is an infestation, the guidelines in subsection 156.10 shall be applicable.

18. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage.

156.08 MAINTENANCE - RESPONSIBILITY OF OWNER.

1. Every owner of a dwelling containing two (2) or more dwelling units shall maintain the shared or public areas of such dwelling and premises thereof in a clean and sanitary condition, unless agreed to in writing as the occupant's responsibility.

2. Every window, exterior door and hatchway or similar device shall be reasonably watertight and weather-tight, and shall be kept in working condition and good repair.

A. During that portion of the year when there is a need for protection against mosquitoes, flies and other flying insects, every window opening directly from a dwelling unit to outside space must have properly fitted screens supplied. Every operative window or other device which opens to outdoor space required to be used for ventilation shall be supplied with screens, except such screens shall not be required when air conditioning supplies ventilation.

3. Every foundation, roof, floor, exterior and interior wall, ceiling inside, stair, porch, handrail, and guardrail thereto shall be safe to use and capable of supporting the loads of that normal use may cause to be thereon; and they shall be kept in sound conditions and good repair.

4. The street address numbers shall be visible on the outside of each building and the unit number shall be placed on or directly adjacent to each dwelling unit entry door.

5. Means of Egress

A. Exit signs operational. (3 unit apartment and above)

B. Exit lights operational. (3 unit apartment and above)

C. Accessible exterior doors and windows lockable and secure.

D. Self-closing doors functional. (3 unit apartment and above)

6. Fire Protective Equipment.

A. Fire extinguishers must be fully charged.

B. Smoke detectors must be operational.

C. Fire alarms systems must be operational if a fire alarm system is required. Activation of the systems or an annual certificate from a qualified, third-party testing agency stating the system is operational are the two options of proving the system will function as designed. (3 unit apartment and above)

- D. Sprinkler systems must be operational if a sprinkler system is required. An annual certificate from a qualified, third-party testing agency shall be provided to the Designated Official.
7. Electrical Systems. The electrical system of every dwelling or accessory structure shall not; by reason of overloading, dilapidation, lack of insulation, improper fusing, or for any other cause; expose the occupant to hazards of electrical shock or fire, and every electrical outlet switch and fixture shall be complete as manufactured and maintained in good and safe conditions. All electrical wiring newly installed or replaced shall be in compliance with the *National Electrical Code*.
8. Plumbing System. Every supplied plumbing fixture, water piping, and waste piping shall be maintained in good and sanitary conditions. All plumbing shall be designed as to prevent contamination of the water supply through backflow, back siphonage, or cross-connection. All plumbing newly installed or replaced shall be in compliance with the *Uniform Plumbing Code*.
9. Pest Elimination. Whenever infestation exists in two (2) or more dwelling units or rooming units of any dwelling containing two (2) or more dwelling units or more than one rooming unit, the extermination thereof shall be the responsibility of the owner unless provided otherwise in the lease.
10. Every facility, utility and piece of equipment required by this Code and/or present in the unit and/or designated for the exclusive use by the occupants of said unit, at the time that either the rental agreement is signed or possession is given, shall function safely and shall be maintained in proper working condition. Maintenance of facilities, utilities and equipment not required by this Code shall be the owner's responsibility unless stated to the contrary in the rental agreement.

156.09 MAINTENANCE - RESPONSIBILITY OF TENANTS.

1. Fire Safety Items.
- A. Smoke detectors must be provided with batteries so that the detectors operate properly when tested.
- B. Fire extinguishers shall be maintained in good working conditions at all times and shall be properly mounted.
2. Electrical Maintenance
- A. Light fixtures must be provided with properly-sized, operable light bulbs.
- B. Electrical panels must be accessible.
3. No combustibles material shall be stored within three (3) feet of a fuel-burning furnace and/or fuel-burning water heater.
4. Pests. Every occupant of a single-family dwelling shall be responsible for extermination of any insects, rodents or other pests therein or on the premises. Every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied by such

occupant whenever said unit is the only one infested. In addition, whenever the infestation is caused by failure of the owner to maintain a dwelling in a reasonably rodent-proof or insect-proof condition, extermination shall be the responsibility of the owner.

5. Every occupant of a dwelling unit shall keep all supplied light and plumbing fixtures in a clean and sanitary condition and shall be responsible for the exercise of reasonable care, proper use and proper operation thereof.

6. Every occupant of a dwelling unit shall keep their garbage in a proper refuse container in accordance to Perry Code of Ordinance Chapter 105.10.

156.10 PEST ELIMINATION.

1. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation. The owner of any rental structure shall be responsible for extermination within the structure prior to renting or leasing the structure. The occupant of a single-family dwelling or single-tenant nonresidential structure shall be responsible for extermination on the premises.

2. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for extermination. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

156.11 ORDER TO CORRECT, REPAIR AND COMPLY.

1. Whenever the Designated Official determines that the premise has one (1) or more violations of this chapter, the Designated Official shall give the owner or operator written notice explaining each and every violation. Such notice may require corrections, repairs and/or compliance with standards to be completed by the owner or the tenant or both.

2. The owner and/or in some cases the tenant has thirty (30) days or a reasonable amount of time as determined by the Designated Official to repair, correct and comply with the requirements of this chapter.

3. Failure to comply with the notice to repair, correct and comply will result in a civil infraction with citation being issued. Such failure will also result in an order to vacate the premises if deemed necessary by the Designated Official.

156.12 FAILURE TO CORRECT, REPAIR AND COMPLY. Whenever an owner or tenant fails to comply with the Designated Official's notice to correct, repair and comply, the Board of Appeals may, if deemed necessary, order the premises vacated. This order to vacate shall be personally served upon the owner and tenant or mailed to them by certified mail, restricted delivery, with return receipt requested. The order to vacate shall be effective thirty (30) days, or a reasonable amount of time as determined by the Board of Appeals, after receipt of the notice by the owner and tenant.

156.13 EMERGENCY ORDERS. Whenever the Designated Official, in the enforcement of this chapter, finds in or about a dwelling conditions that pose an immediate and serious threat to the health, welfare or safety of the occupants or the general public, the Designated Official shall give to the owner and occupants of the premises a written order to vacate. This order shall be served personally upon the owner and tenant or by certified mail, restricted delivery, with return receipt requested to the owner and tenant. This notice shall explain each and every violation of this chapter that exists. The Designated Official shall post upon the dwelling a placard designating the dwelling has been determined unfit for human habitation. No dwelling which has been placarded shall be again used for human habitation until written approval is secured from the Designated Official and such placard has been removed by the Designated Official. The Designated Official shall remove such placard whenever the violation upon which the placarding act was based has been eliminated.

156.14 VIOLATION. Any violation of or failure to comply with the provisions of this chapter shall be a violation of this Code of Ordinances. Each violation of or failure to comply with the provisions of this chapter shall be deemed a separate offense.

156.15 BOARD OF APPEALS

- 1. PURPOSE.** In order to hear and decide appeals of orders, decisions or determinations made by the Designated Official relative to; the application and interpretation of the City of Perry Rental Code, Chapter 156, and to provide reasonable variances for existing structures which cannot practicably meet the standards in the Rental Code, but are not unsafe for habitation, there is created a Board of Appeals.
- 2. BOARD OF APPEALS: ESTABLISHMENT.** The Board of Appeals shall consist of five (5) residents of the City, appointed by the Mayor and approved by the Council. Members of the Board shall be appointed for three (3)-year terms. The terms shall be staggered. Not less than one nor more than two members of the Board shall be owners of rental dwelling units.
- 3. Selection of Officers.** The Board shall choose annually at its first regular meeting one of its members to act as Chairperson and another as Vice Chairperson, who shall perform all the duties of the Chairperson during Chairperson's absence or disabled.

4. Adopt Rules and Regulations. The board shall adopt reasonable rules and regulations for the conduct of its meetings and investigations and shall render all decisions and findings, which shall be made part of the public record.

5. APPEALS PROCESS.

A. Any person aggrieved by a written notice of the City issued in connection with any alleged violation of the Rental Code or of any order requiring repair or demolition, may apply in writing to the Board of Appeals for a reconsideration of such notice or order provided that such application is made within thirty (30) calendar days after the date of postmark of notice or proof of service.

B. Upon receipt of any appeal filed pursuant to this section, the Board shall present it at the next regular or special meeting of the board.

C. As soon as practicable after receiving a written appeal, the Board shall hold a public meeting to consider the appeal. The applicant shall be advised in writing of the time and place of such meeting at least four (4) days prior to the date of the meeting. At such meeting, the applicant shall be given an opportunity to be heard and to show cause to why notice or order should be modified, extended, or withdrawn. The board may, in its discretion, hold a public hearing on any matter brought before the board.

D. The Board, by a majority vote, may sustain, modify, or withdraw the notice of order, the Board shall observe the following conditions:

- (1) The Board, by a majority vote, may sustain, modify or withdraw the notice or order, the Board shall observe the following conditions:
 - a. That there are practical difficulties or unnecessary hardship in carrying out the strict letter of any notice or order.
 - b. That such an extension is in harmony with the general purpose and intent of this Rental Code in securing the public health, safety and general welfare.

E. Failure of any person to file an appeal in accordance with the provisions of this chapter shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or to any portion thereof.

F. Enforcement of any notice or order issued under this code shall be stayed during the duration of an appeal of the order, which is properly and timely filed.

6. APPEALS FROM THE BOARD OF APPEALS. Any person or persons, or any board, taxpayer, department, board or bureau of the City, or other areas subject to the Rental Code aggrieved by any decision of the Board of Appeals may seek review by a court of record of such decision, in the manner provided by laws of the State and particularly by chapter 414, Code of Iowa.