

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 (½) of its height below grade, which may or may not be considered habitable space.
4. “Cellar” means a story having more than one-half (½) 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. “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.
6. “Dwelling unit” means any building or portion thereof which is designed or used exclusively for residential purposes, but not including a tent, cabin, trailer or mobile home.
7. “Egress” means an arrangement of exit routes to provide a means of exit from buildings and/or premises.

8. “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 Compliance Officer.
9. “Garbage” means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food and also means combustible waste material. Garbage also includes paper, rags, cartons, boxes, wood, excelsior, rubber, ether and other combustible materials.
10. “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.
11. “Infestation” means the presence within or around a dwelling of any insects, rodents or other pests in such quantities as would be considered unsanitary.
12. “Kitchen” means a habitable room used or intended to be used for cooking or the preparation of meals.
13. “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.
14. “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.
15. “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.
16. “Occupant” means any person, including owner or operator, living in, sleeping in, and/or cooking in or having actual possession of a dwelling unit.

17. "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.
18. "Placard" means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
19. "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.
20. "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.
21. "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.
22. "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 INSPECTIONS. The Compliance Officer is authorized to administer and enforce the provisions of this chapter and to make inspections to determine the condition of all residential rental properties within the City. This will enable the Compliance Officer to perform the duty of safeguarding the health, safety and welfare of said occupants and the general public.

156.05 MINIMUM STANDARDS FOR RENTAL UNITS.

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 two (2) separate floor or wall type electrical double convenience outlets 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 Compliance Officer. 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 Compliance Officer. 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 aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in clean and sanitary condition and where appropriate shall be capable of affording privacy.

13. All eaves, downspouts and other roof drainage equipment on the premises shall be maintained in a good state of repair and installed so as to direct rainwater away from the structure.

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

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

16. 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.

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

18. Whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.

19. No owner shall permit occupancy of the vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.

20. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are weather-tight, watertight, rodent proof and insect proof.

156.06 ORDER TO CORRECT, REPAIR AND COMPLY.

1. Whenever the Compliance Officer determines that the premises has one (1) or more violations of this chapter, the Compliance Officer 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 seven (7) days 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 issued. Such failure will also result in an order to vacate the premises if deemed necessary by the Compliance Officer.

156.07 FAILURE TO CORRECT, REPAIR AND COMPLY. Whenever an owner or tenant fails to comply with the Compliance Officer's notice to correct, repair and comply, the Compliance Officer shall, if deemed necessary, order the premises vacated. This denial order shall be personally served upon the owner and tenant or mailed to them by certified mail, restricted delivery, with return receipt requested. The denial or revocation order shall be effective seven (7) days after receipt of the notice by the owner and tenant.

156.08 EMERGENCY ORDERS. Whenever the Compliance Officer, 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 Compliance Officer 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 Compliance Officer 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 Compliance Officer and such placard has been removed by the Compliance Officer. The Compliance Officer shall remove such placard whenever the violation upon which the placarding act was based has been eliminated.

156.09 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.