

**AN ORDINANCE AMENDING CHAPTER 8-BUILDINGS AND BUILDING REGULATIONS WITH THE ADDITION OF ARTICLE XIV, RENTAL DWELLING MAINTENANCE REGULATIONS TO THE RAYTOWN MUNICIPAL CODE**

**WHEREAS**, to protect public health, safety and general welfare of the people in the City in all residential rental dwellings and non-owner occupied properties it is necessary to amend the Raytown Municipal Code;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RAYTOWN, MISSOURI, AS FOLLOWS:**

**SECTION 1 – AMENDMENT.** Chapter 8, Buildings and Building Regulations is hereby amended with the addition of Article XIV, Rental Dwelling Maintenance Regulations as attached hereto as Exhibit “A” to the Raytown Municipal Code.

**SECTION 2 – REPEAL OF ORDINANCES IN CONFLICT.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

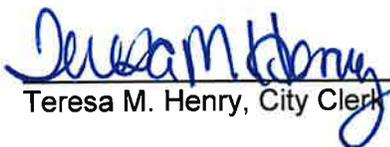
**SECTION 3 – SEVERABILITY CLAUSE.** The provisions of this ordinance are severable and if any provision hereof is declared invalid, unconstitutional or unenforceable, such determination shall not affect the validity of the remainder of this ordinance.

**SECTION 4 – EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

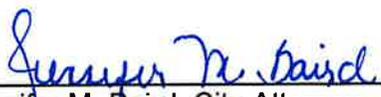
**BE IT REMEMBERED** that the above was read two times by heading only, **PASSED and ADOPTED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Raytown, Jackson County, Missouri, this 3<sup>rd</sup> day of December, 2019.

  
\_\_\_\_\_  
Michael McDonough, Mayor

ATTEST:

  
\_\_\_\_\_  
Teresa M. Henry, City Clerk

Approved as to Form:

  
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Jennifer M. Baird, City Attorney

# ARTICLE XIV. - RENTAL DWELLING MAINTENANCE REGULATIONS

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## **Sec. 8-400. Scope and purpose**

- (a) **Scope.** The provision of this article shall apply to all rental property used for residential purposes within the corporate limits of the city.
- (b) **Purpose.** The purpose and intent of the city board of aldermen, through the adoption of this article,
  - (1) Protect the public health, safety and general welfare of the people in the city in all residential rental dwelling and non-owner occupied properties;
  - (2) Establish a rental dwelling maintenance program as a mechanism to communicate with owners of residential rental dwelling and non-owner occupied properties in the city for all purposes, including building code enforcement; and
  - (3) Provide mechanism for the enforcement and administration of this Code to ensure that the above purposes are accomplished.

## **Sec 8-401 Applicability**

- (a) The provisions of this Article shall apply to all rental dwelling, rental dwelling unit, and non-owner occupied properties as defined by this Article.
- (b) The provision of this Article shall not apply to the following rental dwelling, rental dwelling unit, or non-owner occupied property:
  - (1) Housing units that are unavailable for rent;
  - (2) Housing units in hotels, motels, inns, bed and breakfasts, or in similar accommodations that provide lodging for transient guests;
  - (3) Housing units in any state licensed hospital, hospice, community-care facility, intermediate-care facility, or nursing home;
  - (4) Housing units in any convent, monastery or other facility occupied exclusively by members of a religious order or congregation;
  - (5) Emergency or temporary-shelter or transitional housing accommodations;
  - (6) Housing units owned, operated, or managed by a major educational or medical institution or by a third-party contractor for the institution; and
  - (7) Housing units inspected yearly pursuant to the Uniform Physical Conditions Standards (UPSC) as established by the Department of Housing and Urban Development (HUD) would not be required to be inspected by the city but would be required to obtain a rental dwelling unit permit.

## **Sec 8-402 Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Where terms are not defined in this article and are defined in the building code or residential code,

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such terms shall have the meaning ascribed to them as in those codes. Where terms are not defined through the methods authorized by this article, such terms shall have ordinarily accepted meaning as the context implies.

**The City** means the City of Raytown, Missouri.

**Abandoned** means a property that is vacant and is under a current notice of default and/or notice of sale, or a property that has been the subject of a foreclosure sale where the title was retained by or transferred to the beneficiary of the deed of trust involved with the foreclosure, or a property transferred under a deed in lieu of foreclosure/sale.

**Approved** means complying with all applicable city ordinances.

**Apartment** means a room or suite of rooms within a multi-household dwelling arranged, intended or designed for a place of residence of a single household or group of individuals living together as a single housekeeping unit.

**Building** means a structure having a roof supported by columns or walls whether or not completely enclosed. When separated by common walls without openings, it shall be deemed a separate building. When divided by other than common or contiguous walls, each portion or section of such building shall be regarded as a separate building, except that two buildings connected by a breezeway having a continuous roof shall be deemed as one building.

**Common Use Area.** Interior or exterior circulation paths, rooms, spaces or elements that are not for public use and are made available for the shared use of two or more people.

**Days** means consecutive calendar days.

**Director** means the director of Community Development of the city or his designee.

**Duplex** means a building designed for or occupied by two households living independently of each other in separate dwelling unit.

**Dwelling** means a building, or portion thereof, designed exclusively for residential occupancy, including one-family, two-family, multiple dwellings, mobile homes, house trailers, boarding and lodging houses, apartment houses, and apartment hotels, but not hotels, motels, recreational vehicles, or fifth wheels unless they are being used legally as a primary residence.

**Dwelling unit** means one or more rooms constituting all or part of a dwelling that are used exclusively as living quarters for one household and not more than two roomers or boarders, and that contain a stove, sink and other kitchen facilities. The term "dwelling unit" shall be construed as though followed by the words "or any part thereof."

**Enforcement official** means individual authorized to enforce this article shall be any city employee so designated as an enforcement official by the community development department, police, or any other employee authorized to act as an inspector by the city fire department.

**Existing structure** means a structure that exist at the time of the adoption of this article.

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**Garbage** means and includes any human-made or human-used waste which, if deposited within the city other than in a garbage receptacle, does create or tends to create a danger to public health, safety and welfare or to impair the environment of the people of the city. The term "garbage" includes by illustration only any litter, trash, refuse, confetti, debris, rubbish, excrement, urine, offal composed of animal matter or vegetable matter or both, or any noxious or offensive matter, including, but not limited to, grass clippings, leaves, cut weeds, newspaper, magazine, glass, metal, plastic or paper container, or compound, hide, feathers, brick, cinderblock, concrete, sand, gravel, stone, glass or other used construction materials, motor vehicles or parts thereof, furniture, appliances such as refrigerators, freezers, ranges, stoves, washers and dryers, the carcass of a dead animal, ashes, cigarettes, cigar and food or food products.

**Habitable building** means approved standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance;

**Habitable space** means a space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.

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

**Inspections.** The enforcement official is hereby authorized to make such inspections or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The enforcement official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise and take such actions as may be required to enforce the provisions of this article.

**Interior maintenance standards** mean standards of maintenance of the inside elements of dwelling units only where the owner does not reside.

**Kitchen** means an area used, or designated to be used, for the preparation of food. Each dwelling unit shall be provided with a kitchen area and every kitchen area shall be provided with a sink.

**Let or Let For Occupancy** means to permit possession or occupancy of any Dwelling by a person who is or is not the legal owner of a record thereof, pursuant to a written or unwritten lease agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of real property.

**Local agent** means an individual or management company that is located in the Kansas City metropolitan area designated by an out-of-area owner or beneficiary as the local representative for the purpose of accepting notice, service and summons on behalf of the beneficiary and for otherwise ensure compliance with the requirements of this article. The local agent shall be delegated binding decision-making authority on behalf of the out-of-area owner or beneficiary.

**Multi-family dwelling** means a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure. "Townhomes" that

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are not more than three stories above grade with a separate means of egress are considered single family dwellings.

**Non-owner occupied** means the property /dwelling is used by the owner as their primary address for less than six (6) months during the calendar year.

**Occupant/Tenant** means any individual living or sleeping in a building or having possession of a space within a building whose name is included on a lease for the rental dwelling, rental dwelling unit or non-owner occupied property.

**Operator** means the owner or his agent who has charge, care, control, or management of a building, or part thereof, in which dwelling units or rooming units are let.

**Owner** means any person, copartnership, agent, operator, firm, association, corporation, or fiduciary having a legal or equitable interest in the property; or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

**Owner of record** means the person having recorded title to the property at the point in time the record is provided by the county recorder's office.

**Permissible occupancy** means the maximum number of persons permitted by state law or city ordinance to reside in a dwelling unit or rooming unit.

**Person** means a corporation, firm, partnership, association, organization and any other group acting as a unit as well as any individual. It shall also include an executor, administrator, trustee, receiver or other representative appointed according to law. Whenever the word "person" is used in any section or this article prescribing a penalty or fine, as to partnerships or associations, the word shall include the partners or members thereof, and as to corporations, shall include the officers, agents or members thereof who are responsible for any violation of such section.

**Plumbing** means all following supplied facilities and equipment in a dwelling: gas pipes, gas burning equipment, water pipes, steam pipes, waste pipes, water closet, sinks, lavatories, bathtubs, shower baths, catch basins, and drains, together with all connections to water, sewer and gas lines.

**Premises** means a platted lot or part thereof or unplatted parcel of land, either occupied or unoccupied by any dwelling or non-dwelling structure, including such building, accessory structure or other structure thereon. The term "premises" shall be construed as though followed by the words "or any part thereof."

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

**Rent** means to lease, to sublease, to Let or otherwise to grant for a consideration the right to occupy a dwelling not owned by the occupant.

**Rental dwelling** means a dwelling, or a portion of a dwelling, designed for or used for human habitation and offered for rent or let for occupancy.

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**Rental dwelling unit** means a dwelling unit that is or may be available for rent or let for occupancy or is occupied or rented by a tenant or subtenant in exchange for any form of consideration.

**Repair** means reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

**Residential property** means any property that contains one or more dwelling units used, intended, or designed to be occupied for living purposes.

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

**Structure unfit for human occupancy** means a structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupant of the structure or the public.

**Transitional Housing** is temporary housing usually incorporated with case management for individuals living in Emergency Shelter at least 60 days to help move them to self-sufficiency and obtain permanent housing.

**Trash** means all combustible refuse, including, but not limited to, paper, cartons, boxes, barrels, wood (except firewood and construction materials), tree branches, yard trimmings, dead plant material, wood or upholstered furniture or bedding or similar substance or material; noncombustible refuse, including, but not limited to, metals, tin or aluminum cans, metal furniture, dirt, rock, pieces of concrete, glass, crockery or other minerals or mineral wastes; street rubbish, including, but not limited to, street sweeping, leaves, catchbag dirt and contents of litter receptacles; provided, however, that such does not include dirt and waste from building construction during the period in which a valid building permit issued by the city is applicable.

**Vacant residential property** means any residential property located within the city that has been vacant for no more than 90 days and not previously required to be registered as an abandoned property.

### **Sec. 8.403. – Penalty for violation of article.**

Every person who shall violate any of the provisions of this article, or shall fail to perform any act required hereunder, upon conviction thereof in the municipal court of the city, shall be punished as provided in section 1-22, and each such unlawful act shall constitute a separate offense. The imposition of a penalty for any violation shall not excuse the violation or permit such violation to continue. Every day that a violation continues to exist on the property shall be considered a separate offense, for which the violator may be arrested, tried and convicted without the necessity of further notice.

### **Sec. 8.404. – Duties of enforcement official.**

It shall be the duty of the enforcement official and his duly authorized deputies and agents:

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- (a) **Enforcement.** To enforce the provisions of this article within the city and to prosecute said alleged violators in the municipal court of said city.
- (b) **Inspections.** To conduct or cause to be conducted inspections of the premises of any permittee in order that compliance or noncompliance with the provisions of this article may be ascertained and dealt with accordingly.
- (c) **Suggestions, recommendations of abatement for rental dwelling permit or rental dwelling renewal permit approval, disapproval.** To submit, in writing to the director, suggestions and recommendation, based upon good cause shown, concerning the recommendation for approval or disapproval of a rental dwelling permit or rental dwelling renewal permit pursuant to this article.

**Sec. 8-405. -Application for rental dwelling permit.**

The provisions of this Article shall apply to all rental dwelling, rental dwelling units, and non-owner occupied properties as defined by this Article.

- (a) **Initial Permit Period.**
  - (1) The owner(s) of any rental dwelling, rental dwelling unit or non-owner occupied property located within the city shall file with the director a written application accompanied by a nonrefundable application fee thereof for such property within the city and obtain a rental dwelling permit on or before April 30, 2021. The director shall make application forms available by May 1, 2020. Failure of any owner to submit a permit application by April 30, 2021 shall constitute a violation of this article.
  - (2) Initial permit shall be valid two (2) years.
  - (3) After the initial permit has been issued, if a change in occupancy of rental dwelling, dwelling unit or non-owner occupied property should occur prior to the expiration of the initial rental dwelling permit an inspection shall be scheduled for the issuance of a new inspection certificate.
  - (4) After the initial permit has been issued, if a change in ownership of the rental dwelling, dwelling unit or non-owner occupied property should occur prior to the expiration of the initial rental dwelling permit, an inspection shall be scheduled for the issuance of a new inspection certificate.
  - (5) Required Information. In addition to any other information that the director may in his discretion require, all applications required by this article shall contain the full legal name(s) of the owner or owners, the direct street/office mailing address of the owner(s) (no P.O. Boxes), a phone number/fax number/ cell phone and e-mail address for the owner(s), and any same information for any local property management companies responsible for maintenance of any of the rental dwelling, rental dwelling unit, or non-owner occupied properties listed on the application form. If the property owner is a sole proprietorship, corporation, limited liability company, professional corporation, non-profit, or other entity, then the applicant shall provide contact information for a local agent.
  - (6) An owner or owners submitting an application and nonrefundable fee for rental permit with multiple noncontiguous rental dwelling, dwelling unit or non-owner occupied properties under the same ownership in the city may list all properties on one (1) application.

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- (7) Each noncontiguous rental dwelling, dwelling unit or non-owner occupied property owned under the same ownership will be issued individual rental and non-owner occupied property permits, except if the property is a multifamily property over 20 units. Multifamily property over 20 units will be issued one (1) permit.
  - (8) In the event any rental dwelling building has a different ownership for different dwelling units therein, each owner shall be required to obtain a separate application.
  - (9) All water and city sewer bills must be current, paid, and in good standing before the director shall issue the permit.
- (b) ***Permit Renewal and Reinspection Period.***
- (1) Every two (2) years all owners of rental dwelling, rental dwelling unit or non-owner occupied property in the city shall submit the required renewal application form(s) and pay require fees on the first business day of the month of the anniversary of the issuance of the initial rental registration permit, unless a subsequent permit has been issued due to change in occupancy or ownership.
  - (2) The renewal application and inspection certification with nonrefundable fee, in addition to any other information that the director may in his discretion require, shall include the information as stated in (a) (1) iii and iv of this Article.
  - (3) No less than fifteen (15) days prior to re-occupancy of a rental dwelling, the owner or local agent of a rental dwelling, rental dwelling unit or non-occupied property must submit a new permit application.
  - (4) No less than forty-five (45) days prior to change of ownership of a rental dwelling, rental dwelling unit or non-occupied property continuing similar use, the new owner must submit a permit application.
  - (5) The enforcement official shall inspect each unit before a permit is renewed, except if the property is a multi-family property over 20 units, a random sample of 10% of the units shall be inspected.
  - (6) All water and city sewer bills must be current, paid, and in good standing before the director shall issue the renewal of a permit.
  - (7) A change of local agent document shall be filed with the city no less than ten days after the local agent is changed.

**Sec. 8-406. -Effect on nonpayment of tax and user charges.**

No permit hereunder shall be issued to any applicant who has not paid any prior and outstanding city personal property tax, sales tax, sewer use charge, special assessment, merchant's tax, real estate tax, or other tax, fee, or user charge, as evidenced by valid receipts therefor.

**Sec. 8-407. -Compliance with zoning and fire regulations.**

All permittees, as contemplated by this chapter. shall comply in every respect with the zoning regulations of the city, and with the fire and safety regulations of the Raytown Fire Protection District. It shall be the responsibility of the enforcement official to verify on each application for a new permit within the city is in compliance with chapter 50, zoning. Prior to

approval of any new permit, it shall be necessary for the applicant to obtain a certification or verification from the chief of the Raytown Fire Protection District, or his duly authorized representative, indicating compliance with safety regulations of the fire protection district.

**Sec. 8-408. Scope of license fees**

- (a) A rental dwelling permit fee shall be submitted with a completed rental dwelling permit application or rental dwelling renewal permit application. The rental dwelling permit fees are intended to help cover those expenses associated with maintaining a rental dwelling and non-owner occupied properties registry, enforcement official, inspection services, and administrative costs associated with enforcement of this article. The fees for the rental dwelling permit and rental dwelling renewal permit are listed in the City's Schedule of Fees.
- (b) If the dwelling unit to be covered by the permit has been inspected and it does not appear that any violation of this article or of any other applicable state law or city ordinance exists, the enforcement official shall issue the permit subject to the requirements of this section.
- (c) The rental dwelling permit fee is nonrefundable.

**Sec. 8-409. Maintenance requirements.**

All rental dwelling, rental dwelling unit and non-owner occupied property shall be maintained, both internally and externally in compliance with all federal, state and local laws and regulations, including but not limited to Chapter 8, Chapter 20, Chapter 28, and Chapter 46 of this Code. Adherence to this section does not relieve the owner(s) or local agent of any obligations set forth in any covenants, conditions, easements, encroachments, restrictions, or homeowners' association rules and regulations that may apply to the rental dwelling and non-owner occupied property.

**Sec. 8-410. Rental Dwelling Inspection Requirements**

Prior to the issuance of a rental dwelling permit, the enforcement official shall provide to the director a rental dwelling inspection certificate of the premise(s) confirming the rental dwelling, rental dwelling unit or non-occupied property compliance with this article. The rental dwelling inspection certificate shall be issued for a two (2) year period unless the rental dwelling is reoccupied or the ownership of the rental dwelling changes prior to expiration. A copy of the certificate will be attached to the rental dwelling permit. In addition to the provisions in Sec. 8-409, the rental dwelling inspection standards shall be applicable to rental dwelling, rental dwelling unit and non-owner occupied property. The rental dwelling inspection shall include:

- (a) ***Smoke detector and carbon monoxide detector.*** Rental dwelling shall have one smoke detector per each sleeping room, area serving the sleeping room, and one on each floor including basements. Rental dwelling shall have at least one carbon monoxide detector installed in all multifamily units and any rental dwelling with gas furnace, gas appliances or attached garage. All smoke and carbon monoxide detectors shall be in property working order.
- (b) ***Handrails.*** Structurally sound handrails shall be provided on any steps containing four risers or more and shall be provided on not less than one side of each

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continuous run of treads or flight. The handrail height measured vertically from the sloped plane adjoining the tread nosing, or finish surface of ramp slope, shall be not less than 34 inches (864 mm) and not more than 38 inches (965 mm).

- (c) **Guardrails.** Guards (guardrails) shall be located along open-sided walking surfaces, including stairs, ramps and landings, that are located more than 30 inches (762 mm) measured vertically to the floor or grade below. The required guard shall be not less than 36 inches (914 mm) in height as measured vertically above the adjacent walking surface or shall be not less than 42 inches (1067 mm) high in multi-family residential buildings. Required guards shall not have openings from the walking surface to the required guard height that allow passage of a sphere 4 inches (102 mm) in diameter.
- (d) **Egress and access.** Every rental dwelling in a one- or two-story building shall have at least one means of egress leading to a safe and open space at ground level. Every rental dwelling in a three-story or taller building shall have immediate access to two or more means of egress leading to a safe and open space at ground level. Access to or egress from each rental dwelling shall be provided without passing through any other dwelling or dwelling unit.
- (e) **Electric service, outlets and fixtures.** Every dwelling unit and all public and common areas shall be supplied with electric service, overcurrent protection devices, electric fixtures which are properly installed, which shall be maintained in safe working conditions, and shall be energized by an approved source of electric power and in compliance with the applicable city ordinances and state law. The minimum capacity of the electric service and the minimum number of electric outlets and fixtures shall be as follows:
  - (1) Buildings containing one or more dwelling units shall have at least 100-amp service or feeder per dwelling unit. Main service to multi-family buildings shall have sufficient capacity to carry the load as computed in accordance with city ordinances. Structures that have less than 100 amps and want an alternative to upgrading the system may require a load calculation to be completed by a licensed electrician. The calculation will take into consideration the size of the structure, number of circuits and number of appliances to be used in the structure. If the calculation shows the 60-amp box to be adequate, no further work is required. If the 60-amp box is not adequate, upgrades must be completed prior to occupancy.
  - (2) Internal wiring and outlets in single or multi-family dwellings shall conform to the following:
    - i. No exposed electrical wire.
    - ii. If there is a kitchen counter, such receptacle shall be accessible to the counter. Ground fault circuit-interceptors shall be required to be placed within six feet of any water source; including but not limited

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to bathrooms, garages, crawl space, unfinished basements, and kitchens.

- iii. Multi-family buildings may have a common laundry area with duplex receptacles on separate circuits that are not overloaded.
- (3) All hazardous wiring shall be repaired or removed. This includes hazardous wiring to and in garages and other accessory buildings. The enforcement official may order hazardous electrical installations repaired, removed or require owner to provide documentation from a licensed electrician stating the current wiring is not hazardous to occupancy/tenant.
  - (4) Every common use area in a multi-family dwelling shall be adequately lighted by natural and/or electric lights at all times, to provide effective illumination in all parts thereof.
- (f) **Pest extermination.** Every owner of a rental dwelling shall be responsible for the extermination of insects, vermin and rodents on the premises, unless the lease agreement states the responsibility is that of the occupant/ tenant. No occupant of a dwelling or dwelling unit shall accumulate rubbish, boxes, lumber, scrap metal or any other materials in such manner that may provide pest or rodent harborage in or about any rental dwelling. Every rental dwelling, accessory structure and the premises upon which it is located shall be kept free from insect and rodent infestation.
  - (g) **Windows and door.** Every window and exterior door shall be substantially tight and shall be kept in sound condition and repair. All windows capable of being opened must have screens that are well-maintained and keeping infestation of pests outside of rental dwelling. All exterior doors of the rental dwelling are to be equipped with functioning locking devices.
  - (h) **Utilities.** Every owner of a rental dwelling shall be responsible for proper connection to the appropriate utility providers for electric, gas, sanitary sewer and water. Each rental dwelling shall be capable of being provided hot and cold water.
  - (i) **Safe and clean common use area.** Every rental dwelling shall maintain a safe and clean common use area, if applicable, including but not limited to, installation and maintenance of proper handrail for inside and outside staircases; maintenance of lighting near the entrance of multi-family dwelling; parking lot clean of debris, inoperable vehicles and equipment; and common use area clean of debris, garbage and trash.
  - (j) **Sanitary fixtures and appliances.** In each rental dwelling, Owners shall keep all supplied fixtures in a clean and sanitary condition and Occupant/Tenant shall be responsible for the exercise of reasonable care in the proper use and operation thereof. Supplied fixtures shall be properly installed and connected to the appropriate utilities. All appliances shall be properly installed and working.
  - (k) **Display of street address.** Rental dwelling, rental dwelling unit and non-owner occupied property shall properly display property street address number in

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accordance with Section 505.1 of the International Fire Code. Rental dwelling unit shall have unit number displayed on exterior door of unit.

**Sec. 8.411. -Retroactive application.**

All rental dwelling, rental dwelling unit and non-owner occupied properties shall conform to the requirements of this Article irrespective of when such building or premises was constructed, altered or repaired. Nothing in this Article shall be construed to require existing buildings or premises to comply with the requirement of the current building code, electrical code, plumbing code, or mechanical code; provided, however, that after the effective date of the ordinance from which this Article is derived, repairing, reconditioning or remodeling of existing building shall be completed as required by this Article.

**Sec 8.412.- Inspection, enforcement and non-inspected statement.**

- (a) The enforcement official shall inspect each unit before a rental dwelling permit is issued or renewed, except if the property is a multi-family dwelling with 20 or more units.
  - (1) For multi-family dwelling with 20 or more dwelling units within a single building a random sample of 10% of the units and common use areas shall be inspected annually.
  - (2) For multi-family dwelling with 20 or more dwelling units divided up between multiple buildings, a random sample of 10% of the units in each building and common use areas shall be inspected annually.
- (b) It shall be illegal for the owner or his agent to allow reoccupy of a rental dwelling prior to the enforcement official inspecting the rental dwelling, and if necessary, the issuance of a renew rental dwelling permit. The owner or agent should schedule an inspection no less than fifteen (15) days prior to change of occupancy of a rental dwelling, rental dwelling unit or non-occupied property.
- (c) No less than forty-five (45) days prior to change of ownership of a rental dwelling, rental dwelling unit or non-occupied property continuing similar use, the new owner must submit a rental dwelling permit application and schedule an inspection.
- (d) Additional cause for inspection(s). Inspections may be initiated by the enforcement official under the following circumstances:
  - (1) Where there is extensive deterioration of a building or rental dwelling; or
  - (2) When, on the basis of a complaint or personal observation, the enforcement official suspects that a building or rental dwelling has code violation; or
  - (3) Where an inspection of a rental dwelling is required in conjunction with an improvement for which a permit has been issued, the enforcement official along with the building official is authorized to make further inspection to determine whether such dwelling unit conforms to the requirements of this Article. Such inspection is subject to the consent of the owner unless an administrative search warrant is obtained.
- (e) Scheduling inspection(s). Owner or agent shall schedule an inspection at the time of submitting the rental dwelling permit application and in accordance to subsection (b) and (c) above. Properties will be inspected within seven (7) days of a requested inspection.

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- (f) Inspection Certificate. With each inspection, the enforcement official will issue an inspection certificate to the owner and a copy will be retained by the city.
- (g) Access for purposes of inspection. The enforcement official shall make or cause to be made inspections to determine the condition of all rental dwelling and premises governed by this Article. The enforcement official may enter any building or premises at any reasonable time for the purpose of performing his duties under this article, when given permission by the owner, occupant/tenant, operator or person in charge of the building or premises. If such rental dwelling and premises is occupied the enforcement official shall present credentials to the occupant/tenant and request entry. In the event the owner, operator, occupant or person in charge shall refuse access to any building or premises, the enforcement official may make the application to the judge of the municipal court for an administrative search warrant.
- (h) Noncompliance with Article; Disapproval of Rental Dwelling Permit or Rental Dwelling Renewal Permit: notice to be given. Whenever the enforcement official finds evidence of a violation of any provisions of this article, he shall declare a code violation and give notice of same to the person or persons responsible hereunder. Such notice shall
  - (1) Be in writing;
  - (2) Set forth each of the provisions of this article being violated;
  - (3) Statement of corrective action that should take place;
  - (4) Provide a reasonable time, not to exceed 30 days, for the correction of any alleged violations;
  - (5) Statement that the owner or agent has the right to appeal the decision of the enforcement official to the Property Maintenance Board within ten (10) business days after the date of the decision, notice or order was served.

Such notice shall be served by delivering a copy to the owner, occupant, lessee, mortgagee, agent and all other persons having an interest in such building as shown by the land records of the county recorder of Jackson County, or, if any such person cannot be found, by placing a copy of the notice in the U.S. mail to the address of record, or if same cannot be delivered, by posting a copy of such notice in a conspicuous place in or about the building affected by the notice. The notice shall be deemed served on the date mailed, or ten (10) days after posting as herein provided.

It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with or until the owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the enforcement official and shall furnish to the enforcement official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition

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for making the corrections or repairs required by such compliance order or notice of violation

- (i) Remedy of defects. The owner of any building shall remedy the conditions specified in such notice prior to occupancy of the residential rental and non-owner property. The owner of any building shall remedy any rental dwelling and common use area conditions specified in such notice within the time designated by the enforcement official; however, the enforcement official may, at his discretion, extend the time for compliance with any such notice, with written request from the owner.
- (j) Reinspection. When the owner notifies the enforcement official that the defects have been brought into compliance, the enforcement official shall reinspect the building, dwelling, or accessory structure and its premises, taking particular notice whether the violations previously noted have been brought into compliance and whether any hazardous conditions have come into existence in the time which has elapsed since the first inspection. If the property is found to be in compliance and appropriate fees have been paid, the owner or his agent shall be given a notice of residential rental and non-owner occupied inspection certificate. If defects still exist, the owner or his agent shall be given a written listing such defects.
- (k) Hearing; appeal.
  - (1) An owner shall have the right to appeal a decision of the enforcement official. The owner shall provide a written application to the Property Maintenance Appeal Board within 10 business days after the day the decision, notice or order was serviced.
  - (2) The written application for appeal shall be based on a claim that the true intent of the code or the rules legally adopted there under have been incorrectly interpreted, the provisions of the code do not fully apply, or the requirement of the code are adequately satisfied by other means.
  - (3) Property Maintenance Appeal Board shall call and have an administrative hearing upon the matter within twenty (20) days of the filing of an appeal, giving written notice of the time, place and purpose of the hearing.
  - (4) If the hearing request is made by an owner, the written request shall be accompanied by a forty-dollar (\$40) appeal filing fee.
  - (5) At the hearing, any party may be represented by counsel, and all parties shall have an opportunity to be heard.
  - (6) A record shall be made of the hearing, witnesses shall be sworn, and the parties or their attorneys shall be allowed to cross examine opposing witnesses.
  - (7) After the hearing, if the evidence supports a finding that the building or structure violates the Code or is detrimental to the health or safety of any residents of the city, the Property Maintenance Appeal Board shall issue a written order making specific findings of fact and conclusions of law, based upon competent and substantial evidence, which shows the building or structure to be in violation of this article or to be detrimental to health or safety of any residents of the city, and ordering the building or structure to be repaired. If the evidence does not support a finding that the building or

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structure is a Code violation or detrimental to the health or safety of any residents of the city, no order shall be issued.

- (8) Notice of any post-hearing orders shall be given in the same manner as notice of a noncompliance. Any person who is aggrieved by any decision of the Property Maintenance Appeal Board may appeal the decision to the board of aldermen within thirty (30) days from the date of disapproval, by submitting written notice of said appeal to the office of the city clerk, and said clerk shall docket such appeal with the board of aldermen for consideration and decision at the next regular or special duly convened meeting of said board.

**Sec. 8-413.- Owner-Occupant/Tenant Relation.**

- (a) Owner-Occupant/Tenant Relation. Nothing in this Article or its enforcement shall be construed in any way to affect owner-occupant/tenant relation nor shall relieve the occupant/tenant of any implied contractual obligations with the owner.
- (b) Each Occupant/Tenant residing at a rental dwelling, rental dwelling unit or non-owner occupant property must be named on a lease agreement with owner(s) or named on a sublease agreement with occupant/tenant. Any legal dependent under the age of 17 years old residing at the rental dwelling, rental dwelling unit or non-owner occupancy property will not be required to have their name on a lease agreement or sublease agreement. The total number of occupant/tenant(s) is limited by the approved permissible occupancy for the rental dwelling, rental dwelling unit or non-owner occupancy property.