

ORDINANCE NO. 19, Sixth Series

AN ORDINANCE ESTABLISHING MINIMUM MAINTENANCE STANDARDS
FOR RENTAL HOUSING UNITS

THE CITY OF JACKSON ORDAINS as follows:

Section 1. The City's Code of Ordinances is hereby amended by adding thereto a Chapter 97 to read as follows:

CHAPTER 97: RENTAL HOUSING MINIMUM MAINTENANCE

Section

- 97.01 Purpose**
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§ 97.01 PURPOSE

The City of Jackson recognizes the need for a simple and cost effective program for identifying and correcting deficient rental housing units within this City. The purpose of this ordinance is to protect the public health, safety and general welfare by:

- Promoting safety from fires and accidents;
- Providing a means for the fair administration and enforcement of this code for all residential rental units;
- Regulating all residential rental units;
- Providing minimum standards for the maintenance of rental housing units;
- Providing minimum standards for basic equipment and facilities;
- Preventing overcrowding by providing minimum space standards per occupant for each rental dwelling unit; and
- Reducing environmental hazards to health.

§ 97.02 DEFINITIONS

ACCESSORY STRUCTURE: any building or structure not attached to the main building on the premises, including but not limited to fences, garages and sheds.

ADJOINING ROOM: a room connected to a habitable room by a walk-through opening with no functional door between the two.

AGENT: a person designated by the owner to represent the owner.

CITY: City of Jackson, Minnesota.

DWELLING UNIT: any room or group of rooms intended to be used for living, sleeping, cooking, eating, toilet and bathing facilities.

EGRESS: a safe means of escape.

GFI OUTLET: a ground fault interrupter outlet that protects the user from electrical hazard.

HABITABLE ROOM: a room intended for living, cooking, eating or sleeping purposes, excluding bathrooms, closets, laundries, serving and storage pantries, corridors, cellars and spaces that are not used frequently or for extended periods.

HEATING DEVICES: furnaces, baseboard or unit heaters or boilers.

MULTI-FAMILY DWELLING: any building containing two or more dwelling units.

OWNER: any partnership, corporation, agency, or person who, alone or jointly with others, has legal title to any rental unit, including the owner's designated agent.

QUALIFYING RELATIVE: a son, daughter, parent, grandchild, grandparent, brother, sister, aunt, uncle, niece, or nephew; and the relationship may exist through marriage.

RENTAL LICENSE: a document required to operate a rental unit within the City.

RENTAL UNIT: any dwelling unit that is leased or sub-let by the owner to another party.

SINGLE-FAMILY DWELLING: building containing one dwelling unit, specifically for one family.

§ 97.03 CONFLICT OF ORDINANCES

In any case where a provision of this section is found to be in conflict with that of any zoning, building, fire safety, or health ordinance or code of the City on the effective date of this section or with any state or federal statute, rule or regulation, the provision which establishes the higher standard for the promotion and protection of the public health and safety shall prevail.

§ 97.04 PARTIAL INVALIDITY

If any section, subsection, paragraph, sentence, clause or phrase of this ordinance should be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which remain in full force and effect. The provisions of this section are severable.

§ 97.05 MAINTENANCE OF RECORDS

All records, files and documents pertaining to rental unit registration, inspections and complaints shall be retained and maintained by the City for ten years; and will be available to the public as allowed, permitted or required by state law or city ordinance.

§ 97.06 HEALTH AND SAFETY

(A) **Electrical equipment** shall be fully functional and in safe operating condition. Temporary wiring, drop cords or extension cords shall not be used in lieu of permanent wiring. Outlets within 14 inches of any water faucet shall be of the GFI style. The owner shall provide adequate electric service accessible by the tenant.

(B) **Exits:** Each unit shall have two exits. These exits shall be any combination of doors leading directly to the outside or public corridors and windows for egress. Every room shall have access through interior halls, stairs or doors to at least one of these exits. In addition, every bedroom shall have at least one additional means of escape. Any of the following will satisfy this requirement: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a door leading directly to the outside or to a public corridor or a window for egress.

(C) **Fire Extinguishers of Type ABC:** The owner [1] shall equip each single-family dwelling with at least one fire extinguisher, [2] shall equip each multi-family dwelling *either* with a 10 lb extinguisher in each unit *or* one 20 lb extinguisher in a common area on each floor, and [3] shall be responsible for the annual inspection and tagging of each such fire extinguisher by a certified professional.

(D) **Garbage:** The owner of each multi-family unit shall provide garbage collection containers or dumpsters adequate to accommodate all garbage and recyclables generated by each rental unit. Tenants, whether in single-family or multi-family units, shall not allow garbage, rubbish, debris, or recyclables to accumulate inside or outside of their units and shall keep their units reasonably clean and sanitary.

(E) **Heating units** shall be fully functional and be capable of maintaining all habitable rooms at 68 degrees Fahrenheit. Portable electric units and stoves shall not be used as a permanent source of heat and non-vented fuel-burning heaters are strictly prohibited.

(F) **Mold, rodents and insect infestations** shall be promptly eliminated by the owner and the rental unit shall then be kept mold and infestation free by the tenant.

(G) **Plumbing systems** shall be properly maintained by the owner free of leaks and fully functional; and shall provide hot and cold water to all sinks, tubs and showers and cold water to all the toilets.

(H) **Water heaters** shall be fully functional, properly vented if using gas and shall be equipped with a fully functional relief valve with a discharge line to within 14 inches of the floor.

(I) **Sanitary sewer systems** shall be properly maintained, fully functional and properly connected to every toilet, sink, tub and shower.

(J) **Smoke detectors** shall be fully functional and installed in every access point leading to bedrooms, public hallways and stairwells. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

(K) **Carbon monoxide detectors** shall be provided by owner on and after August 1, 2008; shall be installed within 10 feet of the entrance to all bedrooms; and shall be maintained in fully functional condition. Tenants shall not remove batteries from or otherwise disable, remove or destroy any such detector.

§ 97.07 EXTERIOR STRUCTURE

(A) **Accessory Structures** shall be maintained according to § 97.07, subsections C, E, F, J, K, M and N.

(B) **Chimneys** shall be structurally sound and in good working order.

(C) **Doors, storm doors, sliding glass doors and garage doors** shall be structurally sound, reasonably water and air tight, free of broken panes of glass and equipped with a locking system and latch in good working condition that is capable of keeping the door closed at all times.

(D) **Exterior Lighting:** Owner shall provide effective lighting near all exterior doors and in all exterior parking lots unless City or commercial lighting effectively makes it unnecessary.

(E) **Exterior stairs, sidewalks, retaining walls, porches, decks, railings and hand guardrails** shall be structurally sound and free of broken, rotting or missing sections. Four or more consecutive stair risers must have a well-anchored hand railing.

(F) **Foundation and basement** shall be reasonably watertight and shall adequately support the building at all points.

(G) **Lawn Care:** Owner shall be responsible for lawn care and for the removal of ice and snow.

(H) **Location of Numbers:** The owner shall provide address numbers that are readily apparent from the street in accordance with City Code. The unit numbers of each multi-family dwelling unit shall be displayed on the unit's main entrance door or within six inches of the units door frame.

(I) **Mailboxes/Mail Slots:** The owner shall provide mail boxes or slots in accordance with postal regulations.

(J) **Roof:** The owner shall maintain the roof in good, structurally sound and water tight condition.

(K) **Gutters** if any, must be properly installed and maintained to be functional.

(L) **Utility Meters (Multi-Family Dwelling Units):** The owner shall provide a separate meter for each utility service for which the tenant is responsible.

(M) **Walls** shall be kept by the owner [1] structurally sound, water tight, free of holes, breaks, loose or rotting boards and [2] properly surfaced with siding, brick or paint, with chipping and flaking paint not to exceed 20% of the total surface area.

(N) **Windows** [1] shall be kept structurally sound, water tight, have unbroken glass and be fully functional to their design if required for ventilation or egress; [2] required for ventilation, including those in the basement, shall be supplied with a functional screen; [3] required for egress shall not be barred; and [4] that are covered over shall be covered with material that matches the exterior of the unit and shall be weatherproof and watertight.

§ 97.08 INTERIOR STRUCTURE

(A) **Bathrooms:** One bathroom per unit shall be self contained with a door for privacy (including a latch that can be opened from both sides of the door) and with a fully functional, flush-type toilet, lavatory sink, bathtub or shower, light fixture and electrical outlet. Only GFI electrical outlets are permitted within 14 inches of any water faucet.

(B) **Bedrooms:** Each bedroom shall be kept in a safe condition and with *either* at least two working electrical outlets *or* one ceiling light fixture and one electrical outlet and shall have two exits, one of which may be an interior hall, stair or door. The second exit must be one of the following: (1) a window for egress, (2) a door leading directly to the outside or to a public corridor; or (3) a second separate means of escape through an adjoining room containing a window for egress or door leading directly to the outside or to a public corridor.

(C) **Halls and Stairwells:** The owner shall provide adequate lighting in all halls and stairwells and a well-anchored hand railing for four or more consecutive stair risers.

(D) **Kitchen Facilities:** The owner shall provide a functioning exhaust fan or an open able window or door; a fully functioning light fixture and electrical outlets (only GFI electrical-type outlets are permitted within 14 inches of any water faucet); a fully functional, approved sink, cupboards or shelves, a counter and outlets or proper connections for a cooking stove and refrigerator. Stoves and refrigerators provided by owners shall be fully functional and properly maintained by the owner.

(E) **Other habitable rooms** shall *either* [1] have a minimum of two working electrical outlets or one ceiling light fixture and one electrical outlet in each room; and [2] have any one of the following: an operable window, skylight, or door or working exhaust fan; *or* be an “adjoining room”, as defined in § 97.02, that has an operable window, skylight, or door or working exhaust fan

(F) **Walls, ceilings and floors** shall be kept [1] by the owner in good, sound condition, with no rotted or missing sections, and [2] by the tenant in a safe, sanitary condition. The owner shall timely clear and repaint chipping and flaking paint, and the tenant shall keep carpets reasonably clean and sanitary.

§ 97.09 OCCUPANCY LIMITATIONS

Occupancy limitations shall be as set forth in the Housing Code.

§ 97.10 REGISTRATION & LICENSING OF RENTAL UNITS

(A) **Registration and License required.** It is unlawful for an owner to lease, let or allow to be occupied as a residence any rental housing unit controlled by that owner in the City without first [1] completing and submitting to the City a registration form therefor, [2] the unit passing the inspection process, and [3] receiving a Rental License for the unit from the City.

(1) Each owner filing a registration form thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(2) Each tenant occupying a licensed unit within the City thereby consents to be bound by all of the provisions of this chapter and all other ordinances of the City.

(3) The City shall assign a number to each owner and rental unit (i.e. if Jackson HRA is registered as owner 32, then the HRA rental units will be registered as 32.01, 32.02, 32.03, etc).

(4) The registration form shall be furnished by the City and shall set forth the following:

[a] Owner contact information;

[b] Local contact information;

[c] The mailing address of each rental unit to be registered;

[d] The type of each unit to be registered, i.e. single-family, duplex, apartment, sleeping room, etc.;

[e] The maximum number of occupants for each unit;

[f] Proof of liability insurance; and

[g] Such other information as the City may reasonably require.

(B) **Tenant Information:** The owner shall [1] keep a listing of all adult tenants, [2] make such listing available to the City on reasonable requests, and [3] provide to each tenant an Information Packet containing the booklet “Landlords and Tenants: Rights and Responsibilities” distributed by the Attorney General’s office, a copy of this ordinance, a copy of the inspection guidelines used pursuant to this ordinance, and a “self-inspection” form.

(C) **Existing Rental Units:**

(1) Within 45 days of the effective date of this chapter, the owner shall register with the City each residential rental unit that he or she owns or administers.

(2) No rental license shall be issued for such unit until such time as it has completed the inspection process and is in compliance with all applicable ordinances, regulations, and statutes or has a plan for compliance approved by the City.

(3) It is unlawful for the owner to allow or permit a unit to be occupied after 60 days from the date of a failed inspection until such time as the unit is brought into compliance, the unit is re-inspected, and a rental license is issued for the unit.

(D) **New Rental Units:** No unit to be first occupied after the effective date of this chapter may be made available for such occupancy until [1] the unit is registered with the City, [2] the inspection process has been completed, [3] the unit is compliant and [4] a rental license is issued for the unit. The City shall respond within five (5) business days from the date of registration with the City.

(E) **Transfer of Ownership:** In the event of the transfer of ownership of a unit by sale or otherwise,

(1) The transferor(s), prior to the transfer, shall provide to the City [a] the name, address and telephone number of each transferee and [b] the anticipated effective date of the transfer;

(2) The transferee shall register the unit with the City under the transferee's name and pay all applicable fees within 30 days after the date of transfer; and

(3) If the rental license for the unit is valid and current and if the transferee so registers the unit and pays the fees, the rental license shall be transferred to the transferee.

(F) **License Expiration:** The Rental License shall expire either [1] 24 months after the date of inspection of the unit or [2] if biennial inspection is waived pursuant to §97.11(E), 48 months after the date of inspection of the unit.

§ 97.11 RESIDENTIAL RENTAL INSPECTION PROCESS: A residential rental unit can obtain a rental license by completing one of following processes: [1] self-inspection, [2] City inspection or through [3] exempt status. At the time the next inspection cycle is due, the owner may elect to use a different process to continue meeting the requirements of this ordinance.

(A) **Utilities:** Utilities services (gas, water, electricity, etc.) must be connected and "on" at the time of the inspection.

(B) **Self-inspection:** [1] On forms provided by the City, the owner and tenant shall each separately perform an inspection of the unit and shall each complete and submit to the City those inspection forms within 30 days after initial registration of the unit. [2] Conditions causing discrepancies between the completed owner's and tenant's self-inspection forms shall be treated as deficiencies and must be corrected as described in § 97.11 (F) before a license is granted.

(C) **City Inspection:** [1] In lieu of self-inspection the owner may elect to have the unit inspected by the City's inspector, for a fee. [2] On the inspection form, the inspector will verify that the tenant information packet was handed out. [3] Any deficiencies found shall be corrected as described in § 97.11 (F) before a license is granted.

(D) **Frequency of Inspections:** Inspections shall be completed [1] within 30 days after initial registration, if by self-inspection; [2] as soon as is possible, if by the City inspector; [3] within 30 days after the filing of a complaint; and [4] within 30 days of expiration of the license. Failure to comply could result in a suspension of the license.

(E) **Exemption from Inspection:** A rental license shall be issued for each rental unit determined by the City to be exempt.

(1) The exemption and the date that the exemption expires shall be noted on the license.

(2) The City may declare as exempt from inspection:

(a) Any unit that is inspected by another qualified third-party inspector at least biennially on equal or greater standards than this ordinance, upon filing of proof of such inspections and a copy of the inspection standards used; *provided*, that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(b) Any unit that passed the immediately preceding biennial inspection and against which no substantiated complaints have been registered during the two-year term of

the rental license; *provided*, [1] that any exempt unit with founded complaints shall lose its exempt status for the next inspection cycle, shall be subject to an inspection process, and [2] that exemption from inspection pursuant to this subsection will be for a term no greater than four years, after which time the unit will be subject to an inspection process.

(c) Any unit occupied by a qualifying relative of the owner.

(3) The City shall contact the owner or managing agent of each exempt unit biennially to confirm continuing exempt status. If appropriate evidence warranting exempt status is not filed with the City within 30 days, the unit shall lose its exempt status for the next inspection cycle and shall be subject to another inspection process.

(4) For purposes of this section, the City, in its sole discretion, shall determine whether [1] a person is a qualified third-party inspector and [2] an inspection is a qualified inspection.

(F) **Deficiencies:** Depending on the nature of the alleged deficiency, the City may intervene with a City inspection or may refer the matter to another authority (i.e. Fire Marshal, State Electrical Inspector, State Plumbing Inspector, Building Official, or Community Health Services) for further action.

(1) The City shall give written notice [a] of each deficiency, [b] of what must be done to bring the unit into compliance, [c] of the alleged violator's right to dispute the deficiencies, [d] of the violator's right to provide proof that the deficiencies have been or are being corrected, [e] of the due date for a follow-up self-inspection, which should be not less than 30 days nor more than 45 days from the date of the notice, [f] of the violator's right to request an extension, and [g] of an owner's right to apply for a Conditional License, as defined in § 97.11 (H), to correct the deficiencies.

(2) After three failed inspections, [a] the City may revoke the license, [b] the unit shall not be re-registered for at least 90 days from the date of the last failed inspection, and [c] the owner can again register the rental unit after said 90-day period and upon payment of all applicable fees and penalties.

(G) **Extensions:** The violator may request a postponement of an inspection if [1] the deficient condition is not adversely affecting the health, safety or general welfare of the occupant(s) of the unit or of any neighboring unit, [2] the required remedial action cannot be completed until weather permits or will take longer than 30 days to complete and [3] the violator [a] requests an extension in writing that recites the reasons for the request, the justifications for the extension, the anticipated completion date (not to exceed 6 months) and [b] submits proof that appropriate arrangements have been made for completion of the corrective action by the anticipated completion date.

(H) **Conditional Rental License:** The owner of any rental unit in existence on the effective date of this ordinance that is inspected, is determined to be sub-standard, and is found to require substantial upgrades may submit a 1, 2 or 3 year Corrective Plan to include a detailed schedule of when deficiencies will be corrected ("Plan"). The Plan must be submitted to the City for approval within 30 days of the failed inspection; and the City, in its sole discretion, shall determine if the Plan is acceptable. Deficiencies that can be corrected immediately are not includable in the Plan.

(1) A Conditional Rental License may be issued to the Owner when the Plan is approved and shall be posted in the same location as the standard license.

(2) The unit shall be re-inspected on an annual basis by the City to confirm adherence to the Plan. Any deficiencies found during the re-inspection and not covered by the Plan may not be added to the Plan but must be corrected in accordance with this ordinance.

(3) After the completion of all work items in the Plan, the unit shall be re-inspected biennially.

(4) Conditional Rental Licenses will not be extended and are only eligible to existing rental units that are registered in accordance with this ordinance. All Conditional Rental licenses shall expire on or before January 31, 2010.

§ 97.12 COMPLAINTS

(A) **Forms:** The City shall provide forms upon which complaints may be made regarding the condition or license and registration status of any rental unit.

(B) **Unit Condition Complaints:** Shall be governed by § 97.11(F) Upon receipt of a complaint and verification that the complainant has notified, in writing, the alleged violator of the defective condition and that the alleged violator failed to correct the defect the City, depending on the nature of the complaint shall either [1] promptly provide to the alleged violator a copy of the complaint and all supporting documents presented by the complainant and shall give the alleged violator 48 hours to correct the alleged deficiency as described in 97.11 (F)(1) or [2] shall provide not less than a 72-hours written notice of its intention to conduct an inspection as described under § 97.11 (F)(2). The violator shall be assessed appropriate inspection fees if the complaint is found to be substantiated by this inspection.

(C) **License & Registration Complaints:** Upon receipt of a complaint and verification that a residential rental unit is not licensed or registered, the City shall inform the owner in writing that the owner has no more than 90 days to either [1] comply with the terms of this ordinance by registering the unit by completing the inspection process and by paying all applicable fees and penalties or [2] cease rental operations.

§ 97.13 FEES & PENALTIES

(A) **All fees and penalties** assessed pursuant to this chapter are non-refundable and may be modified or amended from time to time by resolution or ordinance of the City Council.

(B) **Registration fees** for each rental unit are due and payable with submission to the City of the registration form.

(C) **Inspection fees** for each City inspection of a rental unit are due and payable immediately on receipt of the City's statement.

(D) **The City may cancel** an inspection or re-inspection – and additional penalties could apply – if payment of applicable fees is not received before the scheduled inspection or re-inspection begins.

(E) **Additional penalties** may include but are not necessarily limited to suspension or revocation of the license, immediate closure of the unit, eviction proceedings against violator tenants, and arrest for criminal activity.

(F) **All fees and penalties** payable by the owner and not paid within **30 days** of the due date shall be considered delinquent and may be certified to the County Auditor-Treasurer for collection with real estate taxes.

§ 97.14 POSTING RENTAL LICENSE

The owner shall arrange for a copy the Rental License to be posted continuously on an inside sidewall of the kitchen sink cabinet.

§ 97.15 APPEALS

(A) Any person aggrieved by any action taken pursuant to this chapter by an employee or agent of the City may appeal to the City Council.

(B) The appeal must be in writing, must be addressed to the City Council, must describe with particularity the action from which the appeal is taken and must be filed with the City Administrator within twenty (20) days from the date of the action appealed.

(C) The City Council, on notice to the appellant and opportunity to be heard, shall hear, consider and act upon the appeal within 30 days of the date of filing of the written notice of appeal and shall issue its written order of decision within ten (10) days thereafter.

§ 97.16 VIOLATIONS

Any person who violates any provisions of this chapter is guilty of a petty misdemeanor.

Section 2: City Code Chapter 10, entitled “General Provisions”, is hereby adopted in its entirety, as though set forth verbatim herein.

Section 3: This ordinance shall be effective fourteen (14) days following its posting or publication.

CITY OF JACKSON, MINNESOTA

By: _____
James M. Jasper, Mayor

Attest:

Dean Albrecht, City Administrator

Introduced: _____
Adopted: _____
Posted: _____
Published: _____ (Summary or _____ Full Text)
Effective: _____