

# ORDINANCE #2019-03

## AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF GLIDDEN, IOWA, BY ADDING A NEW CHAPTER FOR RENTAL HOUSING PROVISIONS

BE IT ENACTED by the City Council of the City of Glidden, Iowa:

**SECTION 1. SECTIONS MODIFIED.** The 2019 City of Glidden Code of Ordinances is amended by adding Chapter 147 entitled "Rental Housing Provisions"

### CHAPTER 147 RENTAL HOUSING PROVISIONS

- 147.1 Purpose
- 147.2 Definitions
- 147.3 Construction
- 147.4 Doors and Windows
- 147.5 Wall and Floor Penetrations
- 147.6 Roof Drainage
- 147.7 Upkeep
- 147.8 Plumbing and Heating
- 147.9 Electrical
- 147.10 Maximum Occupancy
- 147.11 Owner's Responsibilities
- 147.12 Rental Permit Procedures
- 147.13 Rental Property Inspections

147.1 PURPOSE. The purpose of this chapter is to establish minimum health and safety standards for rental housing in the City of Glidden, Iowa. These standards relate to the condition, maintenance, and occupancy of rental dwellings, and are intended to ensure that rental housing is safe, sanitary, and suitable.

This chapter applies to all rental dwelling units within the City of Glidden. An owner-occupied single-family dwelling is specifically excluded unless there are one or more roomers. Also excluded are hotels, motels, state-licensed health and custodial facilities.

147.2 DEFINITIONS. For the purpose of interpreting this article, certain words, terms and expressions are herein defined. The words "dwelling," "dwelling unit," "lodging house," "rooming unit," and "premises" shall be construed as though they were followed by the words "or any part thereof."

1. "Dwelling" shall mean any house, building, or mobile home, or portion thereof intended to be occupied as the place of habitation of human beings, either permanently or transiently.
2. "Dwelling unit" shall mean one or more rooms intended to be occupied by one family for living purposes. If a common area and facilities for cooking and eating are provided in a dwelling for the use of the occupants of a rooming unit(s) therein, such common area and

facilities shall constitute a part of each dwelling unit for the purpose of inspection and compliance with this chapter, notwithstanding the fact that cooking is not allowed in rooming units.

3. "Apartment" shall mean a room or group of rooms intended to be occupied for living, sleeping, cooking, and eating.
4. A "rooming unit" is defined as a room or group of rooms intended to be occupied for living and sleeping but not for cooking.
5. "Family" shall mean a person living alone, or any of the following groups living together as a single non-profit housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:
  - a. Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
  - b. Three unrelated people;
  - c. Two unrelated people and any children related to either of them;
  - d. Not more than eight people who are:
    - (1) Residents of a "Family Home" as defined in Section 414.22 of the Iowa code; or
    - (2) "Handicapped" as defined in the Fair Housing Act, 42 U.S.C. Section 3602 (h).
  - e. Exceptions - The definition of a "Family" does not include:
    - (1) Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization;
    - (2) Any group of individuals whose association is temporary or seasonal in nature; and
    - (3) Any group of individuals who are in a group living arrangement as a result of criminal offenses.
6. "Habitable space" is defined as space in a dwelling for living, sleeping, eating, or cooking. Bathrooms, toilet compartments, closets, halls, storage or utility space, and similar areas are not habitable spaces.
7. "Occupant" means any person living, sleeping, cooking or eating in, or having actual possession of a dwelling unit.
8. "Owner" means any person who alone, jointly, or as tenant in common with others, has

legal or equitable title to any dwelling unit with or without accompanying actual possession thereof. For the purposes of this chapter, "owner" includes an agent of the owner empowered by the owner to act on the conditions or under the circumstances in question.

9. "Owner-occupied single-family dwelling" is defined as any townhouse, condominium, or detached dwelling that is occupied as a dwelling by the owner or owner's relative within the first degree of consanguinity, and may include a nanny, live-in nurse, or live-in exchange student. It is one dwelling unit even if allowed roomers occupy part of the building.

10. "Plumbing" is defined to include the following supplied facilities and equipment:

- a. Gas
- b. Water, and waste pipes;
- c. Sumps, drains, vents;
- d. All supplied facilities and equipment connected to the aforementioned items.

11. "Rent" means payment of money, goods, labor, service or otherwise for use of a dwelling.

12. "Refuse" means all other miscellaneous waste materials except "yard waste" not specifically defined as garbage.

147.3 CONSTRUCTION. Each dwelling unit shall be reasonably weather tight. All areas of the building shall be structurally sound.

A dwelling unit which is a mobile home shall be secured to the mobile home stand with tiedowns and ground anchors that conform to any of the authorized standards or methods promulgated by authorized officials of the State of Iowa in the Iowa Administrative Code for mobile home anchoring.

The frame, wheels, crawl space, storage area, and utility connections of all mobile homes shall be concealed from view by skirting which shall be of a durable all-weather construction which is consistent with the exterior of the mobile home.

All building related items that are repaired or replaced shall meet the current municipal building code standards.

147.4 DOORS AND WINDOWS. Each entrance door to a dwelling unit shall be supplied with a lock and have a reasonable fit. Glass doors and windows shall be unbroken. Storm doors and windows shall be supplied and installed for exterior doors and windows from fall until spring, except with respect to thermal-pane windows and insulated exterior doors. Screens shall be kept in good repair.

147.5 WALL AND FLOOR PENETRATIONS. Wall and floor penetrations, such as for utility lines, shall be enclosed or sealed with a fire-retardant material to reduce spread of fire or passage of vermin.

147.6 ROOF DRAINAGE. Roof drainage shall be provided to avoid discharge on steps, walkways, or entrances where possible.

147.7 UPKEEP. Dwelling units and premises shall be free of garbage and refuse except that which is placed in receptacles in accordance with the requirements of Title 6, Chapter 5 of this Code.

147.8 PLUMBING AND HEATING. Water supply and sanitary sewer systems shall be approved public systems. All plumbing and heating items shall be in working condition. All plumbing and heating items repaired or replaced shall follow current plumbing and mechanical codes.

147.9 ELECTRICAL. The electrical system of every dwelling unit shall be installed and maintained so as to be reasonably safe to the occupants and the structure.

147.10 MAXIMUM OCCUPANCY. Occupancy must be limited to reasonable number. (Example: A two bedroom home should not house eight people.)

147.11 OWNER'S RESPONSIBILITIES.

Owners of rental housing properties shall be responsible for or arrange for the following tasks:

1. Maintaining public areas of the premises in a clean and sanitary condition;
2. Exterminating rodents, insects, and other pests.

3. If a tenant of a rental property is receiving rental assistance through a federal funding agency, (i.e., U.S. Department of Housing and Urban Development (HUD), United States Department of Agriculture (USDA)), the owner of the building is responsible for ensuring the rental unit meets the requirements of this chapter as well as the minimum requirements set forth by the funding agency.

147.12 RENTAL PERMIT PROCEDURES

1. Application for Rental Permit. The owner or operator shall file, in duplicate, an application for rental permit with the City of Glidden on application forms provided by the Mayor or Mayor's designee.

2. Issuance of a Rental Permit. When all provisions of the Rental Provisions have been complied with by the owner or operator, the City of Glidden's Mayor or Mayor's designee shall issue a rental permit upon payment of inspection ~~permit~~ and reinspection fees, the amount of which shall be established by resolution of the Council.

3. 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 Mayor or Mayor's designee to remedy any violations cited subsequent to a maintenance inspection, provided a rental application is on file with fees paid.

4. Revocation of a Rental Permit. The Mayor or Mayor's designee shall consider the revocation of a Rental Permit upon a finding of a violation of any provision of the Rental Provisions.

5. 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 City Council.

6. Non-transferrable. Rental Permits are non-transferrable. If a rental property sells the new owners must register and obtain a new Rental Permit.

147.13 RENTAL PROPERTY INSPECTIONS. Rental properties are required to meet minimum standards established by the Rental Provisions. To ensure compliance with minimum standards, all rental property in the City will be inspected on a regular basis by the Mayor or Mayor's designee. An inspection fee will be charged based upon the number of dwelling units and the frequency of the inspection. The frequency and schedule of inspections shall be:

1. Property owners will be notified of the scheduled inspection date at least 30 days in advance. Property owners may re-schedule inspections when a scheduling conflict exists. Cancellations and reschedules must be requested five (5) working days prior to the scheduled inspection and cancellations made less than five (5) working days prior to the scheduled inspection may be assessed a fee per the schedule of fees.

a. The appropriate authority is hereby authorized and directed to request entrance to inspect all dwellings, dwelling units and surrounding premises thereof, subject to the provisions of this chapter, between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. for the purposes of determining whether there is compliance with its provisions.

b. The appropriate authority and the owner or occupant of a dwelling or, dwelling unit subject to the provision of this chapter, may agree to an inspection by appointment any time.

2. The frequency of inspection is dependent upon the history of compliance with the Rental Provisions and is as follows:

a. Inspection Cycle Criteria. The period of time between regularly scheduled inspections for this Chapter are to be set with consideration of the following factors.

(1). The condition of the property at the time of the most recent inspection(s).

(2). Indications of the likelihood that the property will remain in compliance through the designated period length.

b. Regular Inspection Cycles. All properties shall be on a two (2) year inspection cycle and may be eligible for a four (4) year inspection cycle based upon the above criteria. All properties may be placed on a one (1) year inspection cycle based on inability to meet compliance standards. Newly constructed buildings will automatically be assigned to either a two or four year cycle. A change in landlords or tenants shall trigger an inspection.

c. Extended Inspection Cycles. A four year inspection cycle may be granted if:

(1). Attendance at the Landlord Education Assistance Program (i.e. Crime Free Housing).

(2). The maximum number of violations in any one (1) unit is less than six (6). Fire Detection and Fire Suppression items shall pass every inspection cycle.

(3). The maximum average of violations per unit is less than six (6) per unit

(4). All violations (including tenant violations) are remedied by the first re-inspection

(5). All mandated certified inspection documentation as required by the International Fire Code (IFC) as adopted by the City of Glidden and the minimum fire standards set forth in this Chapter are presented for the property

(6). The likelihood conditions are expected to remain in compliance for the duration of a four (4) year cycle.

d. Basis for Revocation of Extended Cycle. Properties with any of the following characteristics shall lose eligibility to remain on the extended cycle. Properties having been sold, or where the management has changed, may also be assigned to a shorter cycle.

(1). Property was not in compliance at the time of re-inspection or required an extension to come into compliance.

(2). Property has had founded complaint violations which were not corrected at the time of re-inspection.

(3). The number of violations exceeded the maximum allowed during the inspection cycle.

(4). Failure to provide access to required inspection areas

(5). Failure to provide required information or the provision of false information.

- (6). Failure to timely complete and file the Annual Self Inspection Report on the form adopted by the Compliance Officer.
  - (7). Failure to pay any fee as required by the Rental Code.
  - (8). Failure to register the property on an annual basis.
- e. Criteria for Assignment to a One (1) Year Inspection Cycle. Properties with any of the following characteristics may be placed on the one-year cycle.
- (1). Property has nine (9) or more violations in any one unit; exceeds the permissible ratio of nine (9) violations per unit; or exceeds a total of seventy-five (75) violations regardless of number of units.
  - (2). Property was not in compliance at the time of second reinspection, or required an extension to correct violations. (In addition, if violations are not corrected at the time of the second re-inspection, the rental license may be suspended for up to six (6) months.)
  - (3). Property has been tagged as substandard. (Exceptions: if the property has been damaged by fire or an act of nature it may be tagged if unfit for occupancy, but will not become subject to a shortened cycle).
  - (4). Property has been designated a nuisance, as defined in the City of Glidden Municipal Code. Or has not had a prior nuisance designation removed.
  - (5). Landlord failed to provide required information or provided false documentation.
  - (6). Founded complaint violations during the one-year cycle which are not corrected at the time of re-inspection shall remain on the one-year cycle.
- f. Criteria for Graduation from a One (1) Year Inspection Cycle. All criteria must be met:
- (1). Property has met requirements for two consecutive cycles of regular inspections and
  - (2). No founded complaints for two consecutive cycles were identified and
  - (3). Property has remained free of nuisance designation for a period of two consecutive cycles and
  - (4). At the time of inspection a statement, as required under the current International Fire Code as adopted by the City for any fossil fuel-burning heating devices was provided and conditions of the property are such that the unit, as determined by

the Compliance Officer or their designee, will remain in compliance for the span of an extended cycle.

g. Complaint Inspections. Complaint inspections shall be made upon request and coordinated with the tenant making the complaint. Only after a tenant has exhausted efforts with the landlord will a complaint inspection occur. A letter will be sent to the property owner notifying them a complaint has been filed against the property.

h. Requests for Inspection.

(1). When an inspection is made at the request of the owner, an inspection fee shall be charged. (See schedule of fees)

(2). If an inspection is made at the written request of a tenant and the dwelling is found to be in noncompliance, due to an omission of the owner, such owner shall be responsible for the re-inspection.

(3). No inspection shall be conducted at the request of a tenant unless the tenant has first submitted his complaint, in writing, to the landlord, no less than four days before making such complaint to the City.

(4). If, after a written complaint by the tenant, the dwelling is found to comply, or if such noncompliance is due to conduct on the part of the tenant, the tenant shall be liable for making the dwelling compliant. The tenant will be responsible for any reinspection fees.

(5). If such costs are not paid by the tenant within thirty days from the date of billing, the City may initiate an action in law or in equity to recover the same, in which event the tenant shall be liable for reasonable attorney fees. No fee shall be charged to the owner for such inspection.

(6). In the event an inspection is initiated by the City or at the request of a person other than the owner or tenant, and if the building is found to be in noncompliance, the owner shall be liable for such re-inspection fees following work done to make the dwelling compliant.

(7). In the event that on the date of the initial inspection the building complies with the provisions of this Chapter, no fee shall be charged.

(8). In the event that on the date of inspection a dwelling fails to comply with the provisions of this Chapter, which necessitates additional inspections, the owner shall be liable for the cost of such re-inspections.

(9). All fees required under this chapter shall be paid prior to the issuance or renewal of the Rental Permit.

**SECTION 2. SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the



ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

**SECTION 3. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval, and publication as provided by law.

**PASSED BY THE GLIDDEN CITY COUNCIL.**

October 28, 2019

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*Date: Introduction & First Reading*

\_\_\_\_\_  
*Date: Second Reading*

\_\_\_\_\_  
*Date: Third & Final Reading*

\_\_\_\_\_  
*Date of Publication*

\_\_\_\_\_  
Mayor

*ATTEST:*

\_\_\_\_\_  
City Clerk