

**STATE OF MICHIGAN
CITY OF ROGERS CITY
ORDINANCE NO. 2019 - 03**

AN ORDINANCE ADDING A NEW CHAPTER WITHIN THE CODE OF ORDINANCES, TO BE NUMBERED CHAPTER 22 AND TITLED "HOUSING," ESTABLISHING ARTICLE I WITHIN THAT CHAPTER TITLED "RESIDENTIAL RENTAL UNITS," ESTABLISHING DIVISION 1 WITHIN THAT ARTICLE TITLED "REGISTRATION," AND ESTABLISHING DIVISION 2 WITHIN THAT ARTICLE TITLED "INSPECTIONS".

THE CITY OF ROGERS CITY ORDAINS:

- I. The Code of Ordinances of the City of Rogers City, Michigan, is hereby amended by adding a Chapter 22 to be titled "Housing," establishing Article I within that chapter to be titled "Residential Rental Units," establishing Division 1 within that article to be titled "Registration," and establishing Division 2 within that Article to be titled "Inspections."
- II. Chapter 22, Article I, Division 1 of the Code of Ordinances of the City of Rogers City, Michigan shall read as follows:

Sec. 22-1. - Definitions.

The following words, terms, and phrases when used in this Division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Local agent. An individual or company representing the owner having a place of residence or business within the county or within 40 miles of the city if residing outside the county. The local agent is responsible for the operation of the owner's residential rental dwelling unit(s) located within the city. A local agent is required if:

- a) The owner resides outside of the county more than 40 miles from the city.
- b) The owner resides outside the county more than 40 miles from the city for more than 90 days each calendar year.

Owner. The individual(s), company, corporation, or governmental or private agency listed on the recorded deed or purchaser under a recorded land contract as the owner of a property containing residential rental dwelling unit(s).

Residential rental dwelling unit. Distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, and for which a remuneration of any kind is paid. Single-family residences, duplexes, apartments and rooming houses may all contain and be classified as rental units.

Sec. 22-2. - Initial registration.

Within 90 days of the effective date of this article all buildings containing residential rental dwelling units within the corporate limits of the city shall be registered at City Hall on a form provided by the City. Units must be registered by the owner or the owner's local agent as defined in this article.

Sec. 22-3. - Follow-up registration.

Following the initial 90-day registration period residential rental dwelling units shall be registered as follows:

- a) Newly constructed residential rental dwelling buildings or units shall be registered prior to the issuance of a final certificate of occupancy.
- b) A residential rental dwelling/building/unit sold, transferred or conveyed shall be re-registered by the new owner within 30 days of the date of the deed, land contract, or other instrument of conveyance. At that time the units will be removed from the previous owner's registration.
- c) Any non-rental residential dwelling unit converted to a residential rental dwelling unit shall be registered prior to the date it is occupied for rental purposes.

Sec. 22-4. - Registration information.

The following information shall be provided by the owner or owner's local agent at the time of registration:

- a) Owner's name, address, phone number, fax number and e-mail address (optional).
- b) Local agent's (if applicable) name, address, phone number, fax number and e-mail address (optional).
- c) Address of each building owned (fee simple or land contract) by the registrant containing residential rental dwelling unit(s) (includes multi-unit building in which the owner lives).
- d) The number and identifying address of each residential rental dwelling unit for buildings containing more than one dwelling unit.
- e) Signature of owner or local agent attesting to the truthfulness of the information provided. If signed by the owner, said owner being a company, corporation or governmental or private agency, only a duly authorized officer or administrator may sign the registration form.

Sec. 22-5. - Changes in registration information.

Changes in the registration information, other than those listed in section 22-4, shall be provided in writing to City Hall.

Sec. 22-6. - Fees; late fees.

There shall be no fee for the registration, re-registration or updating of registration information within the allotted time periods. If a residential rental dwelling unit is not registered within the time period specified herein, then a late fee shall be applied as established by the City's annual fee schedule per rental dwelling unit and shall be paid by the owner of same as defined herein.

Sec. 22-7. - Maintenance of records.

City staff shall be responsible for maintaining all residential rental dwelling unit registration data and providing a semi-annual report to the city council of the number of residential rental dwelling units in the city, type (single family, duplex, multi-unit, apartment complexes, rooming houses, etc.) and the number and type of units added to or deleted from the registration roster.

Sec. 22-8. - Penalty for failure to comply.

Failure to register a residential rental dwelling unit within the applicable time period prescribed in this Division shall constitute a municipal civil infraction punishable by a fine of not more than \$500.00. Each day a violation of this Division is committed shall constitute a separate offense. The City Manager, City Police, or the duly authorized representative of either are authorized to issue citations for violation of this Division.

The submission of false information on a residential rental dwelling unit registration form shall constitute a municipal civil infraction punishable by a fine of not more than \$500.00. Each day a violation of this Division is committed shall constitute a separate offense. The City Manager, City Police, or the duly authorized representative of either are authorized to issue citations for violation of this Division.

Secs. 22-9 – 22.20 – Reserved

III. Chapter 22, Article I, Division 2 of the Code of Ordinances of the City of Rogers City, Michigan shall read as follows:

Sec. 22-21. - Intent.

The city recognizes the importance of the rental housing segment of the overall city housing stock inasmuch as it provides housing options and opportunities to those citizens of the community who are unable to attain or do not desire home ownership. It is in the interest of the city to ensure that all rental residential units, structures and grounds leased for occupancy to the general public are in compliance with minimum property maintenance standards. Benefits to the city include:

- a) Protection of the health, safety and welfare of residents of rental properties and adjacent properties. Existing structures and premises not in compliance will be repaired to provide a minimum level of health and safety as required herein.
- b) Maintenance of property values and "quality of life" within the immediate neighborhoods in which residential rental units are located.
- c) Enforcement of common minimum standards for all residential rental units, structures and premises.

Sec. 22-22. - Definitions.

As used in this Division, the following words shall have the meanings ascribed to them in this section, unless context clearly indicates otherwise:

Rental inspector: The person, company, or organization contracted by the City to perform the daily administration of the rental inspection program including scheduling of appointments, inspections, re-inspections and record keeping.

Certificate of compliance: Official document stating that a residential rental dwelling unit and/or structure meets the minimum standards established by the City for occupancy.

Local agent: An individual or company representing the owner having a place of residence or business within the county or within 40 miles of the city if residing outside the county. The local agent is responsible for the operation of the owner's residential rental dwelling unit(s) located within the city regarding compliance with the provisions of this Division, and the terms and conditions of all other codes and ordinances of the city. A local agent is required if:

- a) The owner resides outside of the County more than 40 miles from the city.
- b) The owner resides outside of the county more than 40 miles from the city for more than 90 days each calendar year.

Owner/property owner: The individual(s), company, corporation, or governmental or private agency listed on the recorded deed or purchaser under a recorded land contract as the owner of a property containing residential rental dwelling unit(s).

Residential rental dwelling structure: Any building containing one or more residential rental dwelling units including any common areas accessible to residents of all residential rental units within the building, restricted or non-accessible portions of the structure and the building exterior.

Residential rental dwelling unit: Distinct individual living quarters within a building intended for occupancy by a person or persons other than the owner and the family of the owner, and for which a remuneration of any kind is paid. Single family residences, duplexes, apartments and rooming houses may all contain and be classified as rental units.

Residential rental premises: The site upon which a residential rental dwelling unit or structure is located including, but not limited to, yards, walkways, driveways, patios, decks, accessory structures, fences and landscaping.

Sec. 22-23. - Certificate of compliance required.

- a) No person shall lease, rent or cause to be occupied a residential rental dwelling unit and/or structure unless a valid certificate of compliance is issued by the city in the name of the owner and/or local agent for the specific rental structure and each residential rental dwelling unit. A certificate shall be issued only upon the successful completion of an inspection of the rental dwelling unit and/or structure by the rental inspector and other inspectors as may be deemed necessary. The certificate shall be retained by the property owner or local agent and produced upon request. A copy shall be provided to each lessee.
- b) A certificate of compliance shall be valid for a period of five years from the date of issuance unless revoked by the city.
- c) Dwelling units in existence and registered with the city at the time this Division goes into effect may continue to be occupied until such time as the initial inspection is scheduled and the process completed.
- d) A certificate of compliance cannot be issued for a residential rental unit unless it is registered with the city.

Sec. 22-24. - Affected and exempt units/structures.

- a) All single, duplex and multi-family rental units and structures, including boarding and/or rooming houses as defined in the city zoning ordinance, located within the city, shall comply with the requirements of this Division except as specifically exempted below:
- b) Exemptions.
 - 1) *One-time exception.* Any rental unit listed above, which within the previous six months prior to a scheduled inspection has been:
 - a) Inspected and approved by the county building official; or
 - b) Issued a certificate of occupancy by the county building department.Such units will be issued a five-year certificate of compliance without an additional inspection.
 - 2) *Permanent exemptions.* The following are permanently exempted from the requirements of this Division:
 - a) All residential rental units and/or complexes currently inspected by the Federal Housing and Urban Development Department (HUD) or the Federal Housing Administration (FHA). Proof of inspection and compliance must be provided.
 - b) Hotels, motels, and bed and breakfast establishments as classified in the Michigan Building Code, as amended.
 - c) Homeless shelters.

Sec. 22-25. - Basis for inspection.

The city, through its rental inspector, shall have the authority to inspect any residential rental dwelling unit or structure under the following situations:

- a) In the course of an initial scheduled inspection and five-year renewal inspection to receive and maintain a certificate of compliance.
- b) Upon request by the property owner or local agent to inspect a unit(s) and/or structure.
- c) Upon receipt of information that a unit or units are not registered with the city.

Sec. 22-26. - Inspection criteria.

a) Living Room

- 1) The rental unit must have at least one habitable room which is not a kitchen area or bathroom.
- 2) An "efficiency apartment" (living/sleeping room with a kitchen area designed into it) is considered a living room.
- 3) In units with one or more habitable rooms (other than kitchen or bathroom), one room, regardless of current use, must be selected as a living room.

b) Electrical Hazards

All rental units must be free from electrical hazards. Ground Fault Interrupter outlets are required where a plug and any water source may come in contact in the kitchen, bathroom or laundry room. Electrical hazards include:

- 1) Broken or frayed electrical wires.
- 2) Bare metal wires not covered by rubber or plastic insulation.
- 3) Loose or improper wire connections to outlets.
- 4) Improper splicing of wires.
- 5) Light fixtures hanging from electric wire with no other firm support.
- 6) Missing or badly cracked cover plates on outlets and switches.
- 7) Any outlet that does not work. But ONLY if the electrical box or coverplate gives a shock or if there are scorch marks.
- 8) Electric cords under rugs/floor coverings.
- 9) A wire laying in or near standing water or where water might splash.
- 10) Lamp cord that is part of the permanent wiring system of the unit.
- 11) Improper connections, insulation or grounding of any component of the electrical system.
- 12) Exposed fuse box connections.
- 13) Overloaded circuits evidenced by frequently "blown" fuses.
- 14) Any rubber or plastic coated electrical wiring in a room that is mounted on the surface of a wall or ceiling in a manner that allows it to be abused (broken, cut or damaged in other ways).

c) Electricity requirements

All rental units must meet the following minimum electricity requirements:

- 1) Living room – 2 outlets, or 1 outlet and 1 permanent light fixture.
- 2) Kitchen – 1 outlet and 1 permanent light fixture.
- 3) Bathrooms – 1 permanent light fixture.
- 4) Other rooms used for living – 2 outlets, or 1 outlet and 1 permanent light fixture.

d) Security

All outer doors and windows must be capable of being locked.

- 1) Door locks
 - A) All locks should be operable and securely fastened to the door.
 - B) The lock "striker plate" should be working and be fastened securely to the door frame.

- C) A chain lock alone is not considered adequate to pass. However, a chain lock with another properly working lock would be adequate and would pass.
 - D) A simple slide "bolt" lock (keyless lock) would not be adequate as the only lock on the only door of the unit.
 - E) The door frame itself must be able to hold the door and securely lock when closed.
 - F) Security bars are not allowed as a primary means of locking a patio door unless that are permanently attached to the door frame.
- 2) Window locks
- A) Locks installed on windows must work and when placed in the locked position, hold securely.
 - B) Security bars are not allowed as a primary means of locking a window unless they are permanently attached to the window frame.
 - C) A window that is nailed shut is not an acceptable means of locking.
- e) Window condition
- 1) Windows in a rental unit must meet the following conditions:
 - A) No missing or broken-out panes.
 - B) No dangerously loose, cracked panes.
 - C) No windows that will not close.
 - D) No windows that, when closed, do not form a reasonably tight seal and allow serious drafts to enter.
 - 2) Screens on windows are required
- f) Ceiling condition
Ceilings shall be free from:
- 1) Severe bulging or buckling.
 - 2) Large holes.
 - 3) Loose plaster/drywall in danger of falling (other than paper or paint).
 - 4) Loose sections of plaster or drywall in danger of falling.
 - 5) Many missing parts such as ceiling tile.
- g) Wall condition
Walls shall be free from:
- 1) Severe buckling, bulging or leaning.
 - 2) Damaged or loose structural members.
 - 3) Large holes or any holes, regardless of size, that allow significant drafts.
- h) Floor condition
Floors shall be free from:
- 1) Severe buckling, sagging or movement when walked upon.
 - 2) Large sections of damaged/missing parts (e.g., missing floor boards).
 - 3) Holes which penetrate both the finish floor and the subflooring that allow weather or vermin to enter.
 - 4) Permanent floor covering/boards which are serious tripping hazards.
- i) Kitchen
- 1) All rental units shall have a kitchen.
 - 2) A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).
 - 3) A separate kitchen or kitchen area must be used **primarily** for the preparation and storage of food. A bedroom with a refrigerator is not a kitchen.
 - 4) A kitchen must have all of the following:
 - A) A separate kitchen sink with piped hot and cold water;
 - B) A stove for cooking food;

- C) A refrigerator to store perishable food; and
 - D) Facilities and services for the sanitary disposal of food and refuse.
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- j) Stove/range with oven
Each rental unit must have a working oven and a stove/range with all top burners that work.
 - k) Refrigerator
Each rental unit must have an adequate sized, properly working refrigerator that can maintain a temperature low enough so that food does not spoil over a reasonable period of time and capacity for storing frozen food.
 - l) Kitchen sink
A rental unit shall have a working kitchen sink with hot and cold running water.
 - m) Bathroom
A rental unit shall have at least one bathroom present in the unit for the exclusive use of the occupant with a working toilet, wash basin, and hot and cold running water and adequate water pressure.
 - n) Smoke detectors
A rental unit shall have at least one battery operated or hardwired smoke detector in proper operating condition installed on each level of the rental unit.
 - o) Heating Equipment:
A rental unit must have properly working, vented heating equipment capable of providing adequate heat to all rooms in the rental unit.
 - p) Plumbing
A rental unit must have plumbing free from major leaks or corrosion that cause serious and persistent levels of rust or contamination of the drinking water.
 - q) Sewer connection
A rental unit must be connected to an approved public disposal system and be free from sewer back-up.
 - r) Access to unit
A Tenant must have direct access to the rental unit without having to go through another unit.
 - s) Exits
A rental unit must have an alternate means of exit from the building in case of fire.
 - t) Infestation
A rental unit shall be free of infestation of rats, mice, or other potentially harmful vermin.

Sec. 22-27. - Inspection procedures.

- a) For the initial round of inspections the rental inspector shall prepare an inspection schedule for existing residential rental dwelling units and structures presently registered with the city. The schedule shall be based on a five-year inspection cycle and shall be developed so as:
 - 1) Not to concentrate on a single geographic area in a given year; and
 - 2) To limit the number of inspections for a single property owner with nine or more residential rental units in separate structures to no more than one-third of the units in a calendar year.
- b) Newly constructed and/or registered residential rental units shall be scheduled for an inspection at the time they are registered and shall be inspected and obtain a certificate of compliance prior to occupancy

unless exempted under section 22-24(b)(1), one-time exemptions. In such case a certificate of compliance shall be issued without an additional inspection.

- c) At least 30 days prior to an inspection or inspections the rental inspector shall send in writing a notification to the property owner or local agent including the date, time and the unit or units to be inspected. It shall be the responsibility of the property owner or local agent to notify the affected tenant(s). The property owner or local agent may request a change in the inspection appointment no less than ten days prior to the scheduled inspection. In the event a property owner, local agent or tenant learns that he/she cannot be present at the scheduled appointment, the rental inspector must be notified at least 24 hours in advance. A new inspection appointment shall be scheduled no more than 30 days from the original appointment. A missed appointment by a property owner or local agent shall be rescheduled by the inspector, and a "missed appointment fee" as listed in the city's adopted comprehensive fee schedule shall be imposed.
- d) A property owner, local agent or tenant shall provide access to his/her residential rental dwelling unit(s) and/or structure(s). An individual refusing entry shall be notified of the city's authority to inspect the property and that it will take appropriate and necessary action, including but not limited to: issuance of a citation, obtaining a search warrant, posting the unit as uninhabitable and/or instituting other legal action as prescribed in section 22-30, failure to comply.
- e) A unit in compliance with the requirements included in the inspection checklist shall be issued a Certificate of Compliance valid for a period of five years from the date of issuance unless revoked by the city (see section 22-28, revocation of certificate of compliance).
- f) For units with code violations the rental inspector shall provide a written notice of the noted code violations to the property owner or local agent, who shall have 30 days from receipt of the notice to correct said code violations. More time may be granted by the rental inspector in those situations in which the property owner or local agent can demonstrate a justifiable need and the additional time will not result in conditions deteriorating further. Less time may also be specified for life or health threatening situations. If any violation remains uncorrected following the allotted repair time an additional ten days may be granted; however, a re-inspection fee shall be imposed for each subsequent re-inspection. The re-inspection fee shall be paid prior to the inspection.
- g) The rental inspector shall be responsible for scheduling renewal inspections at least 45 days prior to the expiration of a certificate of compliance.
- h) If, during the course of an inspection, the inspector becomes alarmed that tenant is at immediate risk, inspector may notify other authorities as to his concerns and bring those officials in as part of the inspection.

Sec. 22-28. - Revocation of certificate of compliance.

A certificate of compliance may be revoked by the rental inspector under the following circumstances:

- a) A residential dwelling unit or structure is not operated as a rental unit or structure for 90 consecutive days and/or is removed by the property owner or local agent from the city's rental registration list. A new certificate of compliance must be obtained including the required inspection prior to occupancy.
- b) A property owner or local agent has failed to correct code violations within the required timeframe and has been officially cited by the city as in violation of this Division.

Sec. 22-29. - Fees.

Fees for inspections, missed appointments, re-inspections, late fees and appeals shall be as prescribed in the city comprehensive fee schedule as adopted from time to time by the city council. All fees shall be paid at city hall prior to inspections being performed. A late fee shall be charged for all inspection fees not paid prior to the inspection through ten days after the inspection is performed. Fees remaining unpaid more than ten days following an inspection shall be charged an additional late fee and all accumulative charges may be added to the tax rolls relative to the property(s), and such charges shall become a lien in the same manner as the regular taxes applied to such premises, until such charges are paid.

Sec. 22-30. - Failure to comply.

A violation of any of the provisions of this division shall be a municipal civil infraction. A copy of the citation need not be personally served upon the alleged violator, but may be served by sending the same to the alleged violator by first-class mail at his or her last known address. A fine of not more than \$500.00 shall be assessed in accordance with the law. Each day a violation is committed or permitted shall constitute a separate offense and shall be punished as such hereunder.

Sec. 22-31. - Enforcement authorization.

The city manager, city police department, or duly authorized representative for either, is authorized to enforce the provisions of this article and issue citations pursuant hereto.

Sec. 22-32. - Program implementation.

The city manager, or his/her duly authorized representative, shall be responsible for the implementation and ongoing operation of the city rental housing inspection program.

Secs. 22-33—22-50. - Reserved.

- IV. This ordinance shall be published, or alternatively a summary will be published as allowed, within 15 days after its adoption.
- V. This ordinance shall become effective upon publication.

SCOTT MCLENNAN, Mayor

TERRI KOSS, Clerk

Adopted: _____

Published: _____