ORDINANCE 11-130

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF CRESTON, IWOA, 1996, BY AMENDING PROVISIONS PERTAINING TO BUILDING AND PROPERTY REGULATIONS – RENTAL HOUSING REGULATORY AND INSPECTION PROGRAM

Be It Enacted by the City Council of the City of Creston, Iowa:

SECTION 1. NEW CHAPTER. Chapter 147 of the Code of Ordinances of the City of Creston, Iowa, 1996, is added and the following adopted in lieu thereof:

CHAPTER 147
RENTAL HOUSING REGULATORY AND INSPECTION PROGRAM

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147.01 PURPOSE AND INTENT

The purpose of this chapter is to establish minimum quality standards for all residential rental dwellings, rental dwelling units, rooming houses and rooming units; to provide for the enforcement of such standards; to establish a program of regular rental inspections; and to protect the health, safety and general welfare of the residents of the City. In order to meet the purpose of this chapter, the City intends:

1. To establish standards for basic equipment and facilities for light, ventilation and thermal conditions; for safety from fire or accident; for an adequate level of

maintenance; and for the use, location and amount of space for human occupancy;

2. To define the responsibility of owners, operators and occupants of dwellings in securing City-wide compliance with minimum physical standards for rental property;

3. To contain and eliminate urban blight and deterioration of rental property and neighborhoods;

4. To prevent the unintentional development of conditions hazardous to the public health and safety;
5. To assure that dangerous conditions be prevented or abated;

6. To establish the authority, responsibility and administrative mechanism to inspect rental dwelling places through a systematic area-by-area procedure;

7. To establish the authority, responsibility and administrative mechanism to treat specific problems on a complaint basis; and

8. To establish a baseline for minimum design and installation standards for dwelling units that may have been constructed without benefit of codes.

It is not the intent of this chapter to protect the individual, but rather to protect the public as a whole.

147.02 DEFINITIONS

For the purposes of the interpretation and enforcement of this chapter, the following definitions shall apply:

1. "Dwelling" means any building or structure, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by human occupants, but does not include dormitories, hotels or motels. Whenever the word "dwelling" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."

2. "Dwelling unit" means any habitable room or group of adjoining habitable rooms located within a dwelling and forming a single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals. Whenever the term "dwelling unit" is used in this chapter, it shall be construed as though it were followed by the words "or any part thereof."

3. "Non-dwelling structure" means any structure, except a dwelling or rooming house used or intended to be used for the shelter or enclosure of any person,

animal or property of any kind used in conjunction with a rental dwelling or rental dwelling unit.

4. "Occupancy" means the act or acts of living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.

5. "Occupant" means any person more than one year of age, including an owner or operator, living, sleeping or cooking in, or having actual possession of a dwelling, dwelling unit or rooming unit.

6. "Operator" means any person who has charge, care or control of a building, or any part thereof, in which any dwelling units or rooming units are let, either as owner or agent of the owner.
7. "Owner" means any person who, alone or jointly or severally with other:

   A. Has legal title or equitable title to any dwelling, dwelling unit, rooming hour or rooming unit;

   B. Has charge, care or control of any dwelling, dwelling unit, rooming house or rooming unit as executor, executrix, administrator, administratrix, trustee, guardian of the estate or as the owner.

8. "Rental property" means any dwelling for which a stated return or payment is made for the temporary possession or use thereof.

9. "Roomer" means an occupant of a rooming house who is charged rent and is not a member of the rooming house owner's or operator's family.

10. "Rooming house" means any dwelling or that part of any dwelling containing one or more rooming units in which space is let by the owner or operator to one or more roomers.

11. "Rooming unit" means any room or group of rooms forming a single habitable unit in a rooming house used or intended to be used for living and sleeping, but not for cooking or eating of meals.

147.03 TERMS DEFINED IN OTHER CODES

Where terms are not defined in this chapter and are defined in the Building, Electrical, Plumbing or Mechanical Codes, they shall have the same meanings ascribed to them as in those codes.

147.04 TERMS NOT DEFINED

Where terms are not defined under the provisions of this chapter of under the provisions of the Building, Electrical, Plumbing or Mechanical Codes, they shall have

ascribed to them their ordinarily accepted meanings or such as any context herein may imply.

147.05 INSPECTIONS BY CITY ADMINISTRATOR

The City Administrator or his/her designee is authorized and directed to enter and make such inspections as are necessary to determine the condition of dwellings, dwelling units, rooming housed, rooming units and the premises thereof including but not limited to any non-dwelling structures used by tenants within the City limits in order to perform his or her duty of safeguarding the health, safety and welfare of the occupants and of the general public.

147.06 LANDLORD AND OPERATORS TO REGISTER WITH CITY

1. All landlords and operators of rental property shall register their rental properties with the City. Each unit is required to be registered and amend the registration when the property is sold or has a status change. The registration shall be due February 28, 2012.

2. The City will provide an application form which must be completed and updated upon request. The following information shall be provided to the City:

    A. The street address of the dwelling or rooming house;

    B. The number of rental units contained in the dwelling or rooming house; and

    C. The name, address and telephone number of the owner and any agent of the owner of the dwelling or rooming house.

3. If a rental property is not registered before March 1, 2012, a late fee for each structure shall be added. Properties not registered by April 1, 2012, will result in a municipal infraction.

4. No person shall rent to another or offer to rent to another any dwelling, dwelling unit or rooming unit unless the owner or operator of the same has registered the rental property with the City and posted the certificate evidencing said registration on the subject property.

5. The registration, administrative and other fees outlined in Section 147.17 of this code shall be set by ordinance.

147.07 REGISTRATION

1. Any person who fails to register their property(ies) is guilty of a municipal infraction.

2. For newly constructed rental housing, the registration deadline is thirty (30) calendar days after the certificate of occupancy has been issued.

3. For rental housing that transfers ownership, the registration deadline is thirty (30) calendar days after the final transfer and/or the recording of such.

4. The registration deadline for a rooming house will commence fourteen (14) calendar days after the license (not the registration) expires.

147.08 PROGRAM FOR RENTAL INSPECTION

1. Self-Inspections. At the time of registration the City shall provide to the applicant a checklist and guidelines to assist with a self-inspection of each rental unit. The checklist will identify all items that are to be inspected and provide a space for the landlord to indicate compliance with the applicable standard. The self-inspection will be completed and the certification form provided by the City shall be due within 60 days of registration.

2. Upon Receipt of the Self-Inspection. The City shall provide to the applicant a certificate evidencing the fact that the unit has been registered and the landlord/operator shall cause said certificate to be posted on the rental property in a location approved by the City inspection unit.

3. Spot Inspections. A spot inspection is an inspection conducted by City officials and which is conducted in one of two ways: either upon the observation by City officials of units which are obviously and substantially out of compliance, or by lot. These inspections will be scheduled with the owner and/or operator of the units.

4. Requested Inspections. Upon the request of the owner or operator of a rental unit, the City shall inspect said rental unit to determine compliance with the Housing Code. Upon a successful completion of such inspection, the unit will be exempt from spot inspections determined by lot for a period of three (3) years.

5. Section 8 Inspections (also known as SIRHA inspections). Units which have been inspected for and passed Section 8 rental requirements shall be deemed to have been spot inspected and exempt from spot inspections determined by lot for a period of three (3) years. It shall be the duty of the owner and/or operator of such rental units to provide proof of a Section 8 inspection to the City.

6. Failed Inspections. A rating system developed by the City shall establish three (3) classifications: substantially in compliance; out of compliance; and substantially out of compliance. If after City inspection a rental unit is deemed to be substantially in compliance, a list of needed repairs will be provided to the owner and/or operator with stated time in which to make the repairs. It will be the duty

of the owner and/or operator to notify the City once the identified repairs have been completed.

A. If after an inspection a rental unit is deemed to be out of compliance, a list of needed repairs will be provided to the owner and/or operator with a stated time in which to make the repairs. Upon completion of the repairs, the owner and/or operator shall schedule a re-inspection of the property to confirm compliance. The owner and/or operator shall pay a re-inspection fee of $35 per unit upon completion of said inspections.

B. If after City inspection a rental unit is deemed to be substantially out of compliance, a list of needed repairs will be provided to the owner and/or operator with a stated time in which to make the repairs. The owner and/or operator shall schedule a re-inspection of the property to confirm compliance. The owner and/or operator shall pay a re-inspection fee of $35 per unit upon completion of said inspections.

The City may also schedule inspection of all units owned by said owner/operator upon a finding that one of the owner/operator's rental properties is substantially out of compliance.

147.09 COMPLAINTS

All persons making complaints concerning the compliance with the provisions of this chapter of any dwelling, dwelling unit, rooming house or rooming unit shall do so in the following manner:

1. The complaints shall be in writing upon a form provided by the City of Creston and signed by the complainant.

2. Such complaints shall state the address of the premises, the name of the owner, landlord or operator, and shall state the nature of the alleged violation with specificity.

3. In the case of tenants making complaints concerning the dwelling or dwelling unit in which they reside, such tenant shall attach a dated copy of the notice in which they requested the owner or operator to correct the alleged violation, unless complaint pertains to an emergency situation as determined by the administration.

4. It is a violation of the provisions of this chapter for an owner or operator to take reprisals against any tenant making a complaint under the provisions of this chapter. Any such reprisals shall constitute a municipal infraction.

147.10 RIGHT OF ENTRY

1. The Creston Fire Department is authorized and directed to enforce all of the provisions of this ordinance and to perform the duties of safeguarding the health, safety and welfare of the occupants of all rental dwellings and the general public.

2. The Creston Fire Department personnel are authorized to enter and make inspection to enforce any of the provisions of this chapter, or whenever there is reasonable cause to believe that there exists in any building or upon any premises located within the City any condition or code violation which makes such building or premises unsafe, dangerous or hazardous.

3. The Creston Fire Department personnel may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon them by this chapter, provided that if such building or premises is occupied, said official shall first present proper credentials and request entry; and if such building or premises is unoccupied, such official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry.

4. The Creston Fire Department personnel may make inspections of all rental premises pursuant to the City's regular inspection program as frequently as may be necessary and may make an inspection at any reasonable time based upon the need for code enforcement determined by the age of the area, the nature of the building and premises, or the condition of the entire area.

5. If such entry is refused for regular request or complaint inspections, the Creston Fire Department personnel shall have recourse to every remedy provided by law to secure entry. When the Creston Fire Department personnel shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant or any other persons having charge, care or control of any building or premises, shall fail or neglect to promptly permit entry therein by the authorized personnel for the purpose of inspection and examination pursuant to this chapter.

147.11 ACCESS BY OWNER OR OPERATOR

Every occupant of a dwelling, dwelling unit or rooming unit shall give the owner or operator or his or her agent or employee access to any part of such dwelling, dwelling unit or rooming unit for the purposes of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this chapter; provided the occupant shall be given twenty-four (24) hours' written notice prior to any inspection, except in case of emergency when immediate access shall be granted.

147.12 UNRECORDED LAND CONTRACTS OR PURCHASE AGREEMENTS

For purposes of this chapter, any residential property which is the subject of an unrecorded land contract or purchase agreement shall be treated the same as rental property. The contract seller shall have the duties and responsibilities and shall be subject to the same penalties as the owner of rental property.

147.13 CHAPTER DOES NOT IMPAIR AUTHORITY TO ACT ON NUISANCES

Nothing in this chapter shall be construed or interpreted to impair or limit in any way the authority of the City to define and declare nuisances, or of the City Administrator, the Police Chief or other City officials to cause the removal or abatement of nuisances by summary proceedings or other appropriate proceedings.

147.14 CHAPTER DOES NOT ABROGATE PROVISIONS OF OTHER CODES AND ORDINANCES

The provisions of this chapter shall not abrogate the responsibility of any person to comply with any provision of the Plumbing, Electrical, Building, Fire Prevention and Zoning Codes or other ordinances of the City.

147.15 PROPERTY MAINTENANCE STANDARDS ENUMERATED

These minimum conditions and responsibilities of persons for maintenance of structures, equipment and exterior property shall govern.

1. Responsibility. Owners shall be responsible to maintain structures and exterior property in compliance with these requirements while the occupants are to be responsible for keeping in a clean, sanitary and safe condition which they occupy and control.

2. Vacant Structures and Land. Shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause blighting problems adversely affecting the public health or safety.

<u>Exterior Property Areas</u>

1. Grading and Drainage. Area to be maintained to prevent erosion and accumulation of stagnant water.

2. Rodent Harborage. Proper precautions to be taken to eliminate rodent harborage and prevent infestation.

3. Exhaust Vents. Vents shall not be discharged directly upon abutting adjacent public or private property.

4. Accessory Structures. To be maintained structurally sound and in good repair.

Exterior Structures

1. General. The exterior structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

2. Premises Identification. To have placed address numbers on the buildings that are plainly legible from the street. These numbers shall be contrasting with background and a minimum of four (4) inches in height.

3. Structural Members. Shall be maintained free from deterioration and capable of safely supporting the imposed loads.
4. Exterior Walls. Shall be free from holes, breaks and loose or rotting materials; and maintained, weatherproofed and proper surface-coated to prevent deterioration.

5. Roofs and Drainage. Shall not have defects that admit rain with drainage to prevent dampness, deterioration with drains, gutters and downspouts maintained and not discharged in a manner to create a nuisance.

6. Decorative Features. Shall be maintained in good repair with proper anchorage and in a safe condition.

7. Overhang Extensions. Shall be maintained in good repair with proper anchorage and in a safe condition with periodic application of weather coating materials.

8. Stairways, Decks, Porches and Balconies. Shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting imposed loads.

9. Chimneys and Towers. Shall be maintained structurally safe and sound and in good repair with exposed surfaces protected from the elements and against decay or rust.

10. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

11. Windows, Skylights and Door Frames. Shall be kept in sound condition, good repair and weather-tight with glazing free from cracks and holes, easily openable, and capable of being held in position by window hardware.

12. Insect Screens. From April 1st to October 31st, outside openings required for ventilation shall be supplied with tightly fitting screens. Every storm door shall have a self-closing device in good working condition.

13. Doors. Shall be maintained in good condition with locks at unit's entrances being tightly secured. Doors that are equipped with a deadbolt shall be operated from the inside only by the turning of a knob and shall have a lock-throw of not less than one (1) inch. A sliding bolt shall not be acceptable, and the lock shall be operable without the use of a key, tool, special knowledge or effort.

14. Basement Hatchways. Shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

15. Guards for Easement Windows. Every basement window that is openable shall be supplied with protection against the entry of rodents.

16. Building Security. Doors, windows or hatchways for units shall be provided with devices designed to provide security for the occupants and property within.
17. Windows. A unit's operable windows located in whole or part within six (6) feet of ground level shall be equipped with sash-locking devices.

18. Basement Hatchways. If the hatchway provides access to a unit, it shall be equipped with devices that secure the unit(s) from unauthorized entry.

Interior Structure

1. General. Shall be maintained in good repair, structurally sound and in a clean, sanitary condition. Occupants shall keep that part of the structure which they occupy in a clean and sanitary condition. The owner of multi-family unit(s) shall maintain the shared or public areas of the structure(s) and exterior in a clean and sanitary condition.

2. Structural Members. Shall be maintained structurally sound and capable of supporting the imposed loads.

3. Stairs and Walking Surfaces. Shall be maintained in sound condition and good repair

4. Handrails and Guards. Shall be firmly fastened and capable of supporting normally imposed loads and maintained.

Handrails and Guardrails

1. General. Every exterior and interior flight of stairs having more than four (4) risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than thirty (30) inches above the floor or grade below shall have guards. Handrails shall not be less than thirty (30) inches high or more than forty-two (42) inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surface. Guards shall not be less than thirty (30) inches

high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.

Rubbish and Garbage

1. Accumulation. There shall be no accumulation of rubbish or garbage.

2. Disposal of Rubbish. Every occupant shall use approved covered containers so as to dispose in a clean and sanitary manner.

3. Disposal of Garbage. Every occupant shall dispose of garbage in a clean and sanitary manner in covered, leak-proof containers.

Extermination

1. Infestation. Structures shall be kept free from insect and rodent infestation and exterminated if found.

2. Owner. Shall be responsible for extermination prior to renting or leasing.

3. Single Occupant. Shall be responsible for extermination on the premises of a one-family dwelling.

4. Multiple Occupancy. The owner shall be responsible for extermination in public or shared areas. The occupant shall be responsible for extermination if caused by failure to prevent infestation.

5. Occupant. Shall be responsible for continued rodent and pest-free conditions.

Light, Ventilation and Occupancy Limitations

1. General. These provisions shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.

2. Responsibility. Owner shall provide and maintain light, ventilation and space conditions in compliance with these requirements and no person shall occupy any premises that do not comply with this code.

3. Alternative Devices. In lieu of the means for natural light and ventilation prescribed, artificial light or mechanical ventilation is permitted.

Light

1. Habitable Spaces. Every exterior-facing wall in a habitable space shall have at least one (1) window of approved size facing directly to the outdoors or to a court with a minimum glazed area of five percent (5%) of the floor area.

2. Common Halls and Stairways. Multi-family occupancies shall be lighted at all times with at least a sixty (60) watt incandescent bulb or equivalent energy saving bulb, for each two hundred (200) square feet of floor area with a spacing not greater than thirty (30) feet.

3. Other Spaces. Shall be provided with natural or artificial light sufficient to the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

Ventilation

1. Habitable Spaces. Shall have at least one (1) openable window in every exterior-facing wall of a habitable room equal to fifty percent (50%) of the minimum required glazed area.

2. Bathrooms and Toilet Rooms. Shall comply with ventilation requirements for a habitable space, except that a window shall not be required in such spaces equipped with a mechanical ventilation system discharged to the outdoors or to a properly vented attic.

3. Clothes Dryer Exhaust. Shall be independent of all other systems by exhausting in accordance with manufacturer's instructions.

4. Privacy. Units shall be arranged to provide privacy and be separate from other adjoining spaces.

5. Minimum Room Widths. A habitable room, other than a kitchen and bathroom, shall not be less than seven (7) feet in any plan dimension.

6. Minimum Ceiling Heights. Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven (7) feet.

Bedroom Regulations

1. Area for Sleeping Purposes. Every bedroom occupied by one (1) person shall contain at least seventy (70) square feet of floor area and every person more shall be an additional thirty (30) square feet per occupant.

2. Water Closet Accessibility. Every bedroom shall have access to at least one (1) water closet and one (1) lavatory. Every bedroom in a dwelling unit shall have

access to at least one (1) water closet and lavatory located in the same story as the bedroom or an adjacent story.

3. Prohibited Occupancy. Kitchens and non-habitable space shall not be used for sleeping purposes.

4. Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements.

Minimum Square Feet

1. Efficiency Units. A unit occupied by only one (1) occupant shall have a clear floor area of not less than one hundred fifty (150) square feet and a unit occupied by two (2) occupants shall have a clear floor area of not less than two hundred twenty (220) square feet and three (3) occupants shall have a clear floor space of not less than three hundred twenty (320) square feet. The unit shall be provided with a working space of thirty (30) inches in front of the kitchen sink, cooking appliance and refrigerator. The unit shall have a separate bathroom containing a toilet, lavatory and a tub or shower. The maximum number of occupants shall be three (3).

Space	1-2 Occupants	3-5 Occupants	6 or more Occupants
Living Room	No Requirements	120 sq ft	150 sq ft
Dining Room	No Requirements	80 sq ft	100 sq ft
Kitchen	50 sq ft	50 sq ft	60 sq ft
Bedrooms	Shall comply with Section		

Plumbing Facilities and Fixture Requirements

1. General. This section shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

2. Responsibility. The owner shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements.

Required Facilities

1. Dwelling Units. Shall contain its own tub or shower, lavatory, toilet and kitchen sink, which shall be maintained in a sanitary and safe working condition. The lavatory shall be placed in the same room as the toilet or in close proximity. A kitchen sink shall not be used as a substitute for the required lavatory.

2. Rooming Houses. At least one (1) toilet, lavatory and tub or shower shall be supplied for each four (4) rooming units.

3. Hotels. Where private toilets, lavatories and baths are not provided, then one (1) toilet, lavatory and tub or shower having access from a public hallway shall be provided for each ten (10) occupants.

Toilet Rooms

1. Privacy. Bathrooms shall provide privacy and shall not constitute the only passage to a hall or other space or exterior. A door and interior locking device shall be provided for all common or shared bathrooms in a multiple dwelling.

2. Location. Bathrooms serving hotel units, rooming units or dorm units shall have access by transversing not more than one (1) flight of stairs and shall have access from a common hall or passageway.

Plumbing Systems and Fixtures

1. General. All plumbing fixtures shall be properly installed and maintained in working order, kept free from obstructions, leaks, defects and capable of performing its function.

2. Fixture Clearances. Plumbing fixtures shall have adequate clearance for usage and cleaning.

3. Plumbing System Hazards. If a hazard is found, the Code Official shall require the defects to be corrected to eliminate the hazard promptly.

Water System

1. General. Every fixture shall be properly connected to an approved water system and shall be supplied with hot or tempered and cold running water as per the Plumbing Code.

2. Contamination. The water supply shall be maintained free from contamination and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture.

3. Supply. Shall be installed and maintained to provide a supply of water to fixtures in sufficient volume and pressures adequate to enable the fixtures to function properly, safely and free from defects and leaks.

4. Water Heating Facilities. Shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required fixture at a temperature of not less than one hundred ten degrees (110°) Fahrenheit. A gas-burning water heater shall not be located in any bathroom, bedroom or other occupied room normally kept closed unless adequate combustion air is provided.

An approved combination temperature and pressure-relief valve discharge pipe shall be properly installed and maintained on water heaters.

Sanitary Drainage System

1. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.

2. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

Storm Drainage

1. General. Drainage of roofs and paved areas, yards and courts and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

Mechanical and Electrical Requirements

1. General. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

2. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements.

Heating Facilities

1. Facilities Required. Heating facilities shall be provided in structures as required by this section.

2. Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms. Cooking appliances or portable heating units shall not be used to provide space heating to meet the requirement.

3. Heat Supply. Every owner is to furnish and maintain heat to occupants at a temperature of not less than sixty-five degrees (65°) Fahrenheit in all habitable rooms and bathrooms.

4. Room Temperature Measurement. Shall be measured three (3) feet above the floor near the center of the room and two (2) feet inward from the center of each exterior wall.

Mechanical Equipment

1. Mechanical Appliances. Shall be properly installed and maintained in a safe working condition.

2. Removal of Combustion Products. All fuel-burning equipment and appliances shall be connected to an approved chimney or vent (exception for labeled and unvented).

3. Clearances. All required clearances to combustible materials shall be maintained.

4. Safety Controls. Shall be maintained in effective operation.

5. Combustion. A supply of air for complete combustion of the fuel and for ventilation of the space containing the fuel-burning equipment shall be provided.

6. Energy Conservation Devices. Shall not be installed unless labeled for such purpose and the installation is specifically approved.

Electrical Facilities

1. Facilities Required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section.

2. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the Electrical Code. Dwellings shall be served by a three-wire (3), 120/240 volt, single-phased electrical service having a rating of not less than sixty (60) amps.

3. Electrical System Hazards. Where a hazard is found to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the Code Official shall require the defects to be corrected immediately to eliminate the hazard.

Electrical Equipment

1. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.

2. Receptacles. Every habitable space in a dwelling unit shall contain at least one (1) separate and remote receptacle outlet. Every laundry area shall contain at least one (1) grounded-type receptacle or a receptacle with a ground-fault circuit interrupter. Every bathroom shall contain at least one (1) receptacle. Any new bathroom outlet shall have ground-fault circuit interrupter protection.

Elevators, Escalators and Dumbwaiters

1. General. Shall be maintained to sustain all imposed loads, to operate properly and to be free from physical and fire hazards with current certificate of inspection displayed and available for public inspection.

2. Elevators. In buildings equipped with more than one (1) passenger elevator, at least one (1) elevator shall be maintained in operation at all times when the building is occupied.

Duct Systems

1. General. Shall be maintained free of obstructions and shall be capable of performing the required function.

Fire Safety Requirements

1. General. The provisions of this chapter shall govern the MINIMUM conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided. The State Fire Marshal may impose additional provisions.

2. Responsibility. The owner shall provide and maintain such fire safety facilities and equipment in compliance with these requirements.

Means of Egress

1. General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way.

2. Aisles and Corridors. The required width of aisles and corridors shall be thirty-six (36) inches within dwelling units and multi-family dwellings. Aisles and corridors shall be unobstructed.

3. Locked Doors. All means of egress doors shall be readily openable from the side from which egress is to be made without need for keys, special knowledge or effort.

4. Emergency Escape Openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grills, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the Building Code and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than which is required for normal operation of the escape and rescue opening.

Fire-Resistance Ratings

1. Fire-Resistance-Rated Assemblies. The fire resistance rating of the walls, fire stops, shaft enclosures, partitions and floors shall be maintained.

2. Opening Protection. Required opening protectives shall be maintained in an operative condition. All fire and smoke-stop doors shall be maintained in operable

147.16 LIABILITY OF LANDLORD OR NON-OCCUPYING PROPERTY OWNER

1. Any non-occupying property owner or landlord with actual knowledge of a nuisance on such person's real property, or after being served with written notice of a nuisance condition on such real property, shall abate such nuisance within ten (10) calendar days after having actual notice or receiving written notice.

   Written notice shall be personally served on the non-occupying property owner, landlord, or managing or leasing agent thereof, or shall be mailed to the person by certified mail, return receipt requested. If the certified mail notice is returned to the person issuing the notice, then this returned notice may be posted on the subject real property.

   If any other section of this chapter specifically provides for a different method of notice and/or a different time-frame for notice, then the provisions of the other section may be followed instead of the provisions of this section. If the non-occupying owner or landlord, or agent thereof, fails to abate the nuisance condition as required, such non-occupying owner or landlord, or agent thereof, shall be guilty of violation Chapter 50 of this Code of Ordinances. It shall be an affirmative defense for a non-occupying owner or landlord to show that said person is either:

   (i) Evicting or permanently removing the tenant from all premises owned or managed by such person; or

   (ii) Acting diligently in terminating the nuisance.

   If specific sections of this chapter provide for liability to landlords or owners with less notice, then the specific sections will apply.

2. For the purpose of this section, the term "landlord" includes property manager, resident manager, rental agent or any person responsible for showing the property to prospects, renting to tenants, collecting rent or lease payments, evicting tenants or maintaining the property. If the non-occupying owner or landlord is an entity other than a human being, then the term "landlord" includes the officers, partners, executives, owners or other humans responsible for managing the entity.

147.17 FEES

1. There is no annual fee for registration, self-inspection or initial inspection. Re-inspections for units not in compliance on the previous inspection shall be $35. This applies to each subsequent re-inspection.

2. For registrations received after March 1, 2012, a late fee of $50 will be added and a municipal infraction will be filed on April 1, 2012. For properties not registered by the owner/property manager, and found to be rental property will be assessed a late fee of $50 and a municipal infraction will be filed.

3. For newly constructed or ownership transfer, a late fee of $50 will be added one (1) day after the registration deadline.

4. A municipal infraction will be filed on properties thirty-one (31) days after the late fee date.

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. 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 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the 5th day of July, 2011, and approved this 5th day of July, 2011.

WARREN WOODS
Mayor, City of Creston

ATTEST:

LISA WILLIAMSON
Clerk, City of Creston

First Reading: June 7, 2011

Second Reading: June 21, 2011

Third Reading: July 5, 2011