

ORDINANCE NO. 14-04

AN ORDINANCE AMENDING CHAPTER 156 RENTAL HOUSING CODE, OF THE MUNICIPAL CODE OF THE CITY OF WINDSOR HEIGHTS, IOWA, BY ADOPTING THE 2012 INTERNATIONAL PROPERTY MAINTENANCE CODE WITH AMENDMENTS

WHEREAS, the City Council of the City of Windsor Heights, Iowa desires to continue to protect life, safety and property through the adoption and enforcement of construction codes, and to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

WHEREAS, the Council now deems it appropriate to revise the Municipal Code by adopting the latest addition of the International Code Council Property Maintenance Code (hereinafter the “IPMC”) with certain amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WINDSOR HEIGHTS, IOWA:

Section 1. ADOPTION. That Chapter 156 of the Municipal Code of the City of Windsor Heights, Iowa, the Rental Housing Code be repealed and there be enacted in lieu thereof the following Chapter;

CHAPTER 156

PROPERTY MAINTENANCE & RENTAL HOUSING CODE

156.01	Short Title	156.11	Work Commencing Before Permit Issuance
156.02	Adoption of Property Maintenance Code	156.12	Fee Refunds
156.03	Amendments, Modification, Additions and Deletions	156.13	Weeds
156.04	Deletions	156.14	Insect Screens
156.05	Conflicts	156.15	Clothes Dryer Transition Duct
156.06	Title	156.16	Room Area
156.07	Application of Other Codes	156.17	Heat Supply
156.08	Rental Housing Code	156.18	Occupiable Work Spaces
156.09	General (Building & Zoning Administrator)	156.19	Receptacles
156.10	Fees		

156.01 SHORT TITLE. This chapter shall be known as the Windsor Heights Property Maintenance and Rental Housing Code, and may be cited as such, and may be referred to herein as this chapter

156.02 ADOPTION OF PROPERTY MAINTENANCE CODE. The International Property Maintenance Code 2012 Edition; published by the International Code Council, Inc., is adopted in full except for such portions as may be hereinafter deleted, modified or amended. A copy of the International Property Maintenance Code 2012 Edition, as adopted and a copy of this chapter are on file in the office of the Code Official.

156.03 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The International Property Maintenance Code, 2012 Edition (hereinafter known as the IPMC), is amended as hereinafter set out in Sections 156.04 through 156.19.

156.04 DELETIONS. The following are deleted from the IPMC and are of no force or effect in this chapter:

Section - 111 Means Of Appeal

156.05 CONFLICTS. In the event requirements of this code conflict with applicable State and Federal requirements, the more stringent shall apply.

156.06 (SECTION 101.1 AMENDED)—TITLE. Subsection 101.1, Title, of the IPMC is hereby deleted and there is enacted in lieu thereof the following subsection:

Subsection 101.1 Title. These regulations shall be known as the Property Maintenance and Housing Code of the City of Windsor Heights, hereinafter known as “this code.”

156.07 (SUBSECTION 102.3 AMENDED)—APPLICATION OF OTHER CODES. Subsection 102.3 Application of other codes, of the IPMC, is hereby amended by deleting said subsection and inserting in lieu thereof the following:

Subsection 102.3 Application of other codes Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions, as applicable, of the Windsor Heights Building Code, Windsor Heights Residential Code, Windsor Heights Mechanical Code, Windsor Heights Fuel Gas Code, Windsor Heights Plumbing Code, Windsor Heights Fire Code, and the Windsor Heights Zoning Code.

156.08 (SUBSECTION 102.11 ADDITION)—RENTAL HOUSING CODE. Subsection 102.11, Rental Housing Code is hereby established by adding the following provisions:

1. Rental Housing Code. In addition to provisions of the Property Maintenance Code of the City of Windsor Heights, this section shall be hereafter known as the city rental housing code and may be cited as such and will be referred to as such in this section.

2. Adoption of Housing Code. In accordance with the requirements of Section 364.17 of the *Code of Iowa*, the City hereby adopts the *Uniform Housing Code*, 1997 Edition, published by the International Conference of Building Officials and the *Recommended Minimum Housing Standards*, 1986 Edition, as published by the American Public Health Association. In instances where there is conflict between the *Uniform Housing Code*, 1997 Edition, and the *Recommended Minimum Housing Standards*, 1986 Edition, as adopted herein, the most restrictive provision will apply.

3. Scope. The provisions of this section shall be deemed to apply to all dwellings or portions thereof used or designed or intended to be used for human habitation. All occupancies in existing buildings may be continued as provided in previously adopted Building Code(s) except such structures as are found to be substandard as defined in this code. Where any building or portion thereof is used or intended to be used as a combination apartment house-hotel, the provisions of this code shall apply to the separate portions as if they were separate buildings. Every rooming house or lodging house shall comply with all of the requirements of this code applicable to dwellings. However, this chapter does not apply to single-family dwellings occupied by the owner, as defined in Section 167.04 of this Code of Ordinances, unless the owner is operating a rooming house. Further, the maximum occupancy of a dwelling unit under this chapter shall be

either: (i) one family; or (ii) no more than one person per bedroom, plus one, but not to exceed three unrelated persons.

4. Purpose. The purpose of this code is to ensure that rental housing facilities and conditions are of sufficient quality to protect and promote the health, safety, and welfare of those persons utilizing such housing and also the general public.

5. Definitions. For use in this chapter the following items are defined:

a. “Apartment house or building” means any building or portion thereof which is designed, rented, leased, or hired out to be occupied, or which is occupied as the home or residence of two (2) or more families living independently of each other and doing their own cooking in the said building, and includes flats and apartments.

b. “Dwelling” means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities. No part of a building hereafter constructed or altered into a dwelling as described may be occupied in whole or in part for human habitation until the issuance of a rental certificate by the Building Inspector that such part of the dwelling conforms to code requirements. A dwelling unit that is being rented for a period of 90 days or less in a single calendar year or a portion of such dwelling unit shall be exempt from this chapter.

c. “Dwelling unit” means one or more habitable rooms in a dwelling, apartment house, rooming house, lodging house, or building which are occupied or which are intended or designed to be occupied by one family with facilities for living, sleeping, cooking, and eating.

d. “Rental certificate” means a certificate that is issued within fourteen (14) days after written application if the dwelling unit, at the date of such application, is entitled thereto. Such a certificate shall thereafter be known as a rental certificate.

e. “Tenant” means: (i) a person occupying a dwelling unit who pays (or has payments made on his or her behalf) a stated payment at fixed intervals for the use of the dwelling unit; or (ii) a person occupying a dwelling unit owned by another individual, who, in return for housing, agrees to occupy and maintain the premises and pay utilities.

f. “Rooming house” means a building offered or occupied for lodging, with or without meals, and not occupied as a one- or two-family dwelling.

6. Housing inspector. The city council may designate, by resolution, the Building and Zoning Administrator and his or her representatives or designees as housing inspectors, or, the city council may, by resolution, approve certain qualified firms or persons who by training or experience are familiar with the provisions of this code to perform inspections of rental dwelling units in the city, to insure their compliance with this code. The inspectors appointed under the provisions of this section shall be charged with the responsibility of performing inspections of rental dwelling units in the city only, but shall not be charged with the duty of enforcing the provisions of this chapter. The Code Official shall be responsible for the enforcement of this chapter and may also make any inspections required under the provisions of this chapter.

7. Regular Inspections. Regular inspections of one- and two-family rental dwelling units shall be required every eighteen months. Regular inspections of multi-family rental dwelling units shall be required every twelve months. The City will contact the property owner to schedule rental inspections. If, after reasonable attempts have been made and the property owner is not reachable or fails to respond to notices or other attempts to contact him or her, the City will contact the

tenant to set a time for inspection and then should it become necessary to contact a tenant to conduct an inspection required under this section, the City shall be entitled to collection additional fees from the property owner to compensate the City for the additional cost associated with this alternative inspection method.

8. Signage. Upon approval and passage of the inspection, if the property is in search of renters and if the owner chooses to notify potential renters by a sign, owners must use a sign provided by the City, which can be collected at City Hall. Any sign used to advertise a rental property must be the official sign available from the city. A deposit fee of \$65.00 will be charged to the property owner that reflects the cost of the sign and will be refunded to the property owner upon return of the sign.

If it is discovered that the property owner is using a sign that does not conform to this code, it will be replaced with a code-compliant sign. The non-compliant signage will be left by the front door of the property.

The property owner shall remit the \$65.00 deposit to the city for the compliant sign within 10 days of receipt of this notice. If the property owner refuses to pay the sign deposit of \$65.00, it will be added to the cost of the next rental registration and will be non-refundable.

If a non-compliant sign is replaced by the City, the property owner will be notified by City personnel by placing a notice on the front door of the rental property. A notice will also be mailed to the property owner's address of record with the city.

9. Applications for Rental Certificate. Every person that offers for rent a dwelling unit in the City shall submit to the City Building Department, on forms provided, an application requesting a rental certificate. Such application shall be accompanied by an inspection fee in the amount established in this section. Upon receipt of such application, the City shall conduct an inspection of the premises and, if the same complies with the provisions of this chapter, issue a rental certificate. If the premises fail to comply, the inspector shall notify the applicant in writing, stating the reasons for such noncompliance.

a. Applicable Fees and Fines. The fee schedule for rental conversion, registration, and rental inspection is as follows:

Rental Conversion: New rental property that has not previously been registered as a rental property in the City is subject to this fee, which is set by Council resolution.

Rental Registration: \$75.00 for the first unit and \$15.00 for each additional unit thereafter.

Rental Housing Compliance Inspection Rates:

Number of Units	Fee	Number of Units	Fee
1	\$75.00	6	\$150.00
2	\$90.00	7	\$165.00
3	\$105.00	8	\$180.00
4	\$120.00	9	\$195.00
5	\$135.00	10	\$210.00

Each additional unit in same building: \$15.00

A charge of \$30.00 will be assessed to the property owner for failing to attend a scheduled inspection visit. The rental inspection program is performed by the Fire Department. If a rental inspection is missed because the Fire Department is performing

fire or EMS related duties, the property owner will not be charged a penalty. Every effort will be made to reschedule with the property owner to perform the inspection.

Re-inspections within 30 days of the previous inspection:

- First re-inspection\$50.00 per trip + \$10.00 per unit
- Second re-inspection.....\$70.00 per trip + \$10.00 per unit
- Third re-inspection.....\$120.00 per trip + \$10.00 per unit
- Fourth re-inspection..... Constitutes a municipal infraction, subject to the penalties and alternative relief authorized by this Code of Ordinances and by Section 364.22 of the *Code of Iowa* for failure to comply with the Rental Housing Code; civil penalty is \$500.00 or the maximum amount allowed by State law, whichever is greater

b. Assessment of Costs.

A. The City may charge the owner of real property a late payment fee of \$25.00 and may add interest up to 1.5 percent per month if costs imposed under subsection 1 of this section are not paid within 30 days of the date due.

B. The City shall send a notice of the late payment costs to such owner by first class mail to the owner's personal or business mailing address. The late payment fee and interest shall not accrue if such owner files an appeal with the City.

C. Any owner objecting to the collection of costs by assessment may file a written request for a hearing before the Housing Code Appeals Board. The appeal shall be filed within ten days from the date of the notice of late payment. An untimely appeal shall not be accepted unless, in the discretion of the City Administrator, good cause is shown for the untimely filing.

D. The City Administrator shall notify the appellant and all board members of the date, time, and location of the hearing.

E. Any unpaid costs and interest shall constitute a lien on the real property and may be collected in the same manner as a property tax. Before a lien is filed, the City shall send a notice of intent to file a lien to the owner of the real property by first class mail to such owner's personal or business mailing address. Prior to filing a property lien, the City may use other means to recover payment, including but not limited to the use of professional collection services and the income offset program through the State of Iowa.

10. Additional Inspections. In addition to the inspections required under Section 9, the City inspectors are also empowered to make similar inspections of all rental dwelling units as frequently as may be necessary and may make inspection at any reasonable time on a written complaint submitted by the owner, tenant, or other person concerned.

11. Inspection Fees for Additional Inspections.

a. When an inspection is made at the request of the owner, an inspection fee as provided in Section 9 shall be charged. If an inspection is made at the written request of a tenant and the dwelling unit is found to be in noncompliance due to an omission of the owner, such owner shall be responsible for the re-inspection fee. No inspection shall be conducted at the request of a tenant unless the tenant has first submitted the complaint in writing to the landlord no less than seven (7) days before making such complaint to the City. 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 the cost of such inspection. If such costs are not paid by

the tenant within thirty (30) days after the date of billing, the City may initiate an action at 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.

b. In the event an inspection is initiated by the City or at the written request of a person other than the owner or tenant, and if the dwelling unit is found to be in noncompliance, the owner shall be liable for such inspection fees. No inspection shall be conducted at the request of a person other than the owner or tenant unless that person has first submitted the complaint in writing to the landlord no less than seven (7) days before making such complaint to the City. In the event that, on the date of the inspection, the dwelling unit complies with the provisions of the housing code, no fee shall be charged. In the event that, on the date of inspection, a dwelling unit fails to comply with the provisions of the housing code which necessitates additional inspections, the owner shall be liable for the cost of such re-inspection.

All fees required under this code shall be paid prior to the issuance or renewal of the rental certificate.

12. Entrance and Survey of Buildings. The building inspector and any such other persons as may be authorized by the City Administrator may, without fee except as provided in Section 102.11.9, enter, examine, make necessary records, and survey all dwelling units within the City. If entry into the interior portion of a dwelling unit is required, seventy-two (72) hours' notice shall be given by the City to the owner and tenant. The owner, owner's agent or representative, and the lessee and occupant of every dwelling unit and every person having the care and management of the same shall, at all reasonable times when required by such officers or persons, give them free access to such dwelling unit and premises. The owner of a dwelling unit and said owner's agents and employees shall have right of access to such dwelling units at reasonable times for the purpose of bringing about compliance with the provisions of this code or any order issued hereunder.

13. Rental Certificates.

a. **Rental Certificate Required.** All owners of dwelling units shall register such dwelling units with the Building Inspector. No person shall rent, lease, operate, or otherwise allow the occupancy of any dwelling unit unless such person holds a valid rental certificate as is required by this code.

b. **Issuance; Duration; Validation.** If a dwelling unit fails to comply under Section 9, and if the dwelling unit and premises are found later to comply with the requirements of this code upon re-inspection, the Building Inspector shall issue a temporary rental certificate. This rental certificate shall be valid for a period of thirty (30) days from the date of inspection. Upon payment of the appropriate fees, the Building Inspector shall validate it.

c. **Display.** Rental certificates shall be displayed by the owner for the tenant to examine before the dwelling unit may be rented, leased, or otherwise occupied.

d. **Transfer.** Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the City, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.

e. **Termination.** Rental certificates shall automatically terminate and become null and void upon issuance of a nuisance abatement by the City that is related, in any way, to the property to which the rental certificate applies.

14. Notice on Sale of Dwelling Unit. Every person holding a rental certificate under this code shall give notice in writing to the Building Inspector within ninety-six (96) hours after having

sold, transferred, conveyed, or otherwise disposed of the ownership, interest in or control of any dwelling unit. This notice shall include the name and address of the person succeeding to the ownership or control thereof.

15. Name and Address of Agent Filed. Every owner, agent, or lessee of a dwelling unit shall file with the city clerk a notice containing the name and address of an agent of such dwelling unit for the purpose of receiving service of all notices required by this code.

16. Emergency Orders. Whenever the Building Inspector finds that an emergency exists which threatens immediately the public health, safety or welfare, the Building Inspector may issue an order reciting the existence of such an emergency and requiring that such action be taken which the Building Inspector deems necessary to meet the emergency. Notwithstanding the other provisions of this code, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately.

17. Designation of Unfit Dwelling and Procedures of Condemnation. No person shall let to another for occupancy any dwelling unit for the purpose of living, inhabiting, sleeping, cooking, and eating therein which does not comply with the following requirements: Any dwelling unit which is found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the Building Inspector.

a. One which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health, safety or welfare of the occupants or the public.

b. One which lacks illumination, ventilation, or sanitation facilities adequate to protect the health, safety, or welfare of the occupants or of the public.

c. One which, because of its general condition or location is unsanitary or otherwise dangerous to the health, safety, or welfare of the occupants or of the public.

18. Vacated Immediately. Any dwelling unit or any portion thereof condemned as unfit for human habitation and so designated and placarded by the Building Inspector shall be vacated immediately as ordered by the Building Inspector. The Building Inspector shall notify the City of such action prior to placarding the dwelling unit.

19. Elimination of Defects. No dwelling unit or a portion thereof which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from, and such placard is removed by the Building Inspector. The Building Inspector shall remove such placard whenever the defect or defects upon which the condemnation and placarding were based have been eliminated.

20. Deface or Remove Placard. No person shall deface or remove the placard from any dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in this code.

21. Authority to Execute. In case any notice or order issued by the Building Inspector or City is not complied with, the Building Inspector may recommend that the City apply to the district court for an order authorizing the City to execute and carry out the provisions of the notice or order to correct any violation specified in the notice or order to abate any nuisance in or about the dwelling unit.

22. Action to Enjoin. In case any dwelling unit, building or structure is constructed, altered, converted, or maintained in violation of any provisions of this code or of any order or notice of the Building Inspector, or in case a nuisance exists in any such dwelling unit, building or structure or upon the lot on which it is situated, the City may cause the institution of any appropriate action or proceeding to prevent such unlawful construction, alteration, conversion, or maintenance, to restrain, correct or abate such violation, or nuisance, or to prevent the occupation of the dwelling

unit, building or structure, or to prevent any illegal act, conduct business in or about such dwelling unit or lot.

23. Injunction. In any such action or proceeding, the Building Inspector may, by a statement duly verified setting forth the facts, request that the City apply to the district court for an order granting the relief for which the action or proceeding is brought or for an order enjoining any persons from doing or permitting to be done any work in or upon such dwelling unit, building, structure or lot, or from occupying or using the same for any purpose until the entry of final judgment or order.

24. Eviction: Lease Termination. If the occupant of a dwelling fails to comply with the provisions of this code after due and proper notice from the Building Inspector or from the owner, such failure to comply shall be deemed sufficient cause for the eviction of such occupant by the owner and for cancellation of said occupant's lease.

25. Duties of Occupant. It is unlawful for any tenant to deliberately or recklessly destroy, deface, damage, or remove a part of the premises or to knowingly permit any other person to do so, or to remove without permission of the landlord any furniture or other items of personal property belonging to the landlord or owner or to cause damage resulting in noncompliance with the housing code.

26. Notice of Actions. In any action brought by the City in relation to a dwelling unit or injunction, vacation of the premises, or abatement of nuisance or to establish a lien thereon, or to recover a civil penalty, service of notice shall be in the manner provided by law for the service of an original notice.

27. Rent Collections. Rent shall not be recoverable by the owner or lessee of any dwelling unit which does not comply with the provisions of this code. Rent shall not thereupon be recoverable by the owner of such dwelling unit until the City gives written notice to the owner and occupant that such dwelling unit has been issued a valid rental certificate as required by this code.

28. City Liability. The City or any employee is not liable for damages to a person or property as a result of any act or failure to act in the enforcement of this code. This code shall not be construed to relieve from or lessen the responsibility of any person owning, operating, or controlling any equipment or structure regulated herein for damages to a person or property caused by its defects, nor shall the City or any City employee be held as assuming any such liability by reason of the inspections authorized by this code or any approvals issued under this code.

29. Civil Liability. The owner of any dwelling unit or of any building or structure upon the same lot with a dwelling unit, or of the lot, in violation of this code or where a nuisance as defined in this Code of Ordinances exists, who has been guilty of such violation or of creating or knowingly permitting the existence of such violation, or any occupant who violates or assists in violating any provisions of this code, shall also jointly and severally for each such violation and each such nuisance be subject to a civil penalty, in a civil action brought in the name of the City. Such person or persons and also the premises shall be liable in such case for all costs, expenses, and disbursements paid or incurred by the Building Department, including attorneys' fees, paid or incurred by the City, by any of the officers, agents, or employees thereof, in the removal of any such nuisance or violation.

30. Additional Liability. Any person who, having been served with a notice or order to remove any such nuisance or violation, fails to proceed in good faith to comply with the notice or order within five (5) days after such service or who continues to violate any provisions or requirements of this Code of Ordinances, shall also be subject to a civil penalty. For the recovery of such

penalties, costs, expenses, or disbursements, an action may be brought in a court of competent civil jurisdiction.

31. Rental Housing Code Appeals

a. There is hereby created a Housing Code Appeals Board consisting of five (5) members. The Housing Code Appeals Board shall designate its Chairperson and Secretary.

b. The Housing Code Appeals Board shall adopt reasonable rules and regulations for the conduct of its meetings and investigations and shall render all decisions and findings in writing to the Building Inspector and City Administrator. All decisions and findings shall be made part of the public record.

c. Any person aggrieved by a notice or order of the Building Inspector in connection with any alleged violation of this Rental Housing Code, of any applicable rule or regulation issued pursuant thereto, or by any order requiring repair or demolition, may apply to the Building Inspector for an administrative conference for reconsideration of such notice or order if such application is made within fourteen (14) days after the date the notice or order was served. If the Building Inspector holds an administrative conference for reconsideration of the notice or order, the Building Inspector shall prepare a written summary of the conference including a written statement of the decision reached. Such summary and statement shall become part of the public record.

d. Any person aggrieved by a decision of the Building Inspector issued under subsection 3 of this section may apply to the Housing Code Appeals Board for a reconsideration of such decision provided such application is made within twenty-one (21) days after the date the decision was served.

e. Upon receipt of an appeal, the Housing Code Appeals Board shall set a time and place for the hearing within ten (10) days of the receipt of such application, and shall advise the applicant in writing of such time and place at least seven (7) days prior to the date of the hearing.

f. At the hearing, the applicant shall be given an opportunity to be heard and to show cause why such decision of the Building Inspector should be modified, extended, withdrawn, or a variance granted.

g. The Housing Code Appeals Board, by a majority vote, may sustain, modify, or withdraw the decision of the Building Inspector. In granting an extension or variance of any decision, the Appeals Board shall observe the following conditions:

A. The Housing Code Appeals Board may grant an extension of time for the compliance with any order, notice, or decision, for not more than six (6) months, subject to appropriate conditions and provided that the Appeals Board makes specific findings of fact based on evidence relating to the following:

(1) There are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice, order, or decision; and

(2) Such an extension is in harmony with the general purpose and intent of this chapter in securing the public health, safety, and general welfare.

B. The Housing Code Appeals Board may grant a variance in a specific case and from a specific provision of this Rental Housing Code subject to appropriate conditions and provided the Appeals Board makes specific findings of fact based on evidence related to the following:

- (1) The property in question cannot yield a reasonable return or be used for a conforming purpose if used only for a purpose allowed in that zone or as allowed by the Rental Housing Code; and
- (2) The plight of the property owner is due to unique circumstances of the specific property owner and not to the general conditions of other properties in the City; and
- (3) The use to be authorized by the variance will not alter the essential character of the locality or the general purposes underlying the Rental Housing Code in securing the public health, safety, and general welfare; and
- (4) The hardship must be substantial, serious, real, and of compelling force, as distinguished from reasons of convenience, profit or caprice; and
- (5) The application of a particular Rental Housing Code provision to a particular property greatly decreases or practically destroys its value for any permitted use, or where such application bears so little relationship to the purposes of health, safety, and welfare of the public that, as to the property in question, the provision is in effect confiscatory, arbitrary, or capricious, or constitutes an unnecessary, unwarranted, or unjust invasion of, or interference with, a fundamental right or property; and
- (6) The unnecessary hardship of practical difficulties along with their arbitrary effect cannot be remedied by the grant of an extension.

Such grant of variance shall not go into effect until twenty-one (21) days after the date the variance is granted.

h. In any instance in which the Housing Code Appeals Board has granted a variance to any provision of the Rental Housing Code, within seven (7) days of the date on which the variance is granted, the Building Inspector, the Fire Chief, the City Administrator or the City Attorney shall have the right to request, in writing, that the City Council review the action of the Housing Code Appeals Board. If such a request is received and filed by the City Clerk within the time period allowed, the variance granted by the Housing Code Appeals Board shall be stayed and suspended until such time as the City Council can review such matter. Within ten (10) days of receipt of such a request, the City Clerk shall set a date for the review hearing and shall notify, in writing, the affected property owners of the date, time, and place set for the review hearing, and shall further notify such owners that the grant of the variance is stayed and suspended pending further review by the City Council. On the date set for the review hearing, the City Council shall receive and review all facts and information relied on by the Housing Code Appeals Board and, in addition, shall receive any additional information that may be submitted to it by any party. After such review hearing, the City Council shall decide to affirm, reverse, or modify such grant of variance.

156.08 (SUBSECTION 103.1 ADDITION)—GENERAL. Subsections 103.1, General, of the IPMC, is hereby amended by adding the following paragraph to said subsection:

Subsection 103.1 Building and Zoning Administrator The term Code Official is intended to also mean the Building and Zoning Administrator and his or her representatives or designees, who are herewith delegated the same powers, authorities, duties and responsibilities as designated for the Code Official.

156.10 (SUBSECTION 103.5 AMENDED)—FEES. Subsection 103.5, Fees, of the IPMC, is hereby amended by deleting said subsection and inserting in lieu thereof the following:

Subsection 103.5 Schedule of permit fees Permits and rental housing certificates shall not be issued until the fees, as set forth and established by resolution of the City Council, have been paid to the City of Windsor Heights. An amended permit or a supplemental permit for additional construction shall not be issued until the permit fee(s) for the additional work has been paid.

The permit fees shall be based upon the valuation of the proposed construction and shall be computed from tables set by resolution of the City Council, rental housing certificate fees shall be as established by resolution of the City Council.

156.11 (SUBSECTION 103.6 ADDITION)—WORK COMMENCING BEFORE PERMIT ISSUANCE. Subsection 103.6, Work commencing before permit issuance, of the IPMC, is hereby established by adding the following subsection:

Subsection 103.6 Work commencing before permit issuance Any person who commences any work under the provisions of this ordinance before obtaining the necessary permits shall be subject to 100 percent of the usual permit fee in addition to the required permit fees.

156.12 (SUBSECTION 103.7 ADDITION)—FEE REFUNDS. Subsection 103.7, Fee refunds, of the IPMC, is hereby amended by established by adding the following subsection:

Subsection 103.7 Fee refunds The Code Official is authorized to establish a refund policy.

156.13 (SUBSECTION 302.4 AMENDED)—WEEDS. Subsection 302.4, Weeds of the IPMC, is hereby amended by deleting said subsection and inserting in lieu thereof the following:

Subsection 302.4 Weeds Weeds and tall grasses shall be regulated as defined in the City of Windsor Heights Municipal Ordinance

156.14 (SUBSECTION 304.14 AMENDED)—INSECT SCREENS. Subsection 303.14, Insect Screens, of the IPMC, is hereby amended by inserting the following dates and deleting a portion of the last sentence as follows:

Subsection 303.14 Insect Screens (from date) April 1 (to date) October 31

Delete: and every screen door used for insect control shall have a self-closing device in good working condition

156.15 (SUBSECTION 403.5 ADDITION)—CLOTHES DRYER DUCT. Subsection 403.5, Clothes dryer duct, of the IPMC, is hereby amended by adding the following subsection:

Subsection 403.5.1 Clothes Dryer Duct Transition ducts, in rental dwelling units and buildings, used to connect the dryer to the exhaust duct system shall be a single length that is listed and labeled in accordance with UL 2158A. Transition ducts shall be a maximum of 8 feet (2438 mm) in length and shall not be concealed within construction.

156.16 (SUBSECTION 404.4.1 AMENDED)—ROOM AREA. Subsection 404.4.1, Room Area, of the IPMC, is hereby amended by deleting said subsection and inserting in lieu thereof the following:

Subsection 404.4.1 Room area Every living room shall contain at least 120 square feet and every bedroom shall contain at least 70 square feet. Where more than two persons occupy a bedroom the required floor area shall be increased at the rate of 50 square feet for each occupant in excess of two.

156.17 (SUBSECTION 602.3 AMENDED)—HEAT SUPPLY. Subsection 602.3, Heat supply, of the IPMC, is hereby amended by inserting the following dates:

Subsection 602.3 Heat supply (from date) September 15 (to date) May 15

156.18 (SUBSECTION 602.4 AMENDED)—OCCUPIABLE WORK SPACES. Subsection 602.4, Occupiable work spaces, of the IPMC, is hereby amended by inserting the following dates:

Subsection 602.4 Occupiable work spaces (from date) September 15 (to date) May 15

156.19 (SUBSECTION 605.2 ADDITION)—RECEPTACLES. Subsection 605.2, receptacles, of the IPMC, is hereby amended by adding the following exception and subsequent subsection:

exception #1 Effective July 15, 2013, a bathroom receptacle shall be required in dwelling units permitted or constructed prior to 1978.

Subsection 605.2.1 Receptacles All 125-volt, single phase, 15- and 20- ampere receptacles, in rental dwelling units, within six feet of water sources shall be provided with ground fault circuit interrupter protection.

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

Section 3. SEVERABILITY. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

Section 4. PRIOR ACTIONS. All Ordinances, orders, Resolutions and actions of City Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked and rescinded.

Section 5. EFFECTIVE DATE. This ordinance shall be effective _____, after its final passage and publication as required by law.

PASSED AND APPROVED this ____ day of _____, 2014.

Diana Willits, Mayor

ATTEST:

Jeffrey Fiegenschuh, City Clerk

February 3, 2014

Burgess _____
Peterson _____
Butz _____
Glover _____
Timm _____

February 17, 2014

Burgess _____
Peterson _____
Butz _____
Glover _____
Timm _____

March 3, 2014

Burgess _____
Peterson _____
Butz _____
Glover _____
Timm _____