

MASON CITY HOUSING CODE



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PURPOSE AND SCOPE

- A. **Title:** This Article shall be known and cited as the MASON CITY HOUSING CODE hereafter referred to as the 'Housing Code.' This Code incorporates the requirements of both the Iowa Code and the Housing Quality Standards established by the United States Department of Housing and Urban Development.
- B. **Purpose:** The purpose of the Mason City Housing Code is to ensure that housing facilities and conditions protect and promote the health, safety and welfare of people who reside in Mason City and the general public as well.
- C. **Scope:** This Article shall apply to all dwellings within the jurisdiction of the City of Mason City used or intended to be used for human occupancy, except for temporary housing as defined herein.

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DEFINITIONS: For the purpose of this Article, the terms defined herein shall have the following meanings. Whenever the words "dwelling", "dwelling unit", "rooming house", "rooming unit" or "premises" are used in this Article, they shall be construed as though they were followed by the words "or any part thereof".

APARTMENT OR APARTMENT DWELLING: Any dwelling that contains three (3) or more dwelling units.

APPROVED: The dwelling or referenced feature of the dwelling substantially complies with the Housing Code or other referenced codes as determined by the Housing Official.

ATTACHED FEATURE: Anything that is physically connected to a dwelling or secondary structure.

ATTIC: Any story situated wholly or partly within the roof and so designed, arranged or built to be used for business, storage or occupancy.

BASEMENT: A portion or story of a building, next below the first or main floor, which may or may not be considered habitable space.

BATH: A bathtub or shower stall connected with both hot and cold water lines.

BATHROOM SINK: A hand washing basin connected to both hot and cold water lines and separate and distinct from a kitchen sink.

BOARD: The Mason City Housing Advisory and Appeals Board.

CELLAR: A space below the first or main floor, intended to be used for storage, a location for heating equipment, etc., that is not habitable space.

CENTRAL HEATING SYSTEM: A single system supplying heat to one or more dwelling unit(s) or more than one rooming unit.

COMMUNAL: Shared by, or intended to be shared by, the occupants of two (2) or more rooming units or two (2) or more dwelling units.

CONDOMINIUM: A dwelling unit that is in compliance or conformance with the requirements of Chapter 499B, Code of Iowa, which provides for separate ownership of individual dwelling units.

COOPERATIVE: A dwelling unit that is in compliance or conformance with the requirements of Chapter 499A, Code of Iowa, which provides the legal basis for joint ownership of residential property.

COURT: An open, unoccupied space, other than a yard, on the same lot with a dwelling. An interior court shall mean a court surrounded by the dwelling. An exterior court shall mean a court that extends beyond the dwelling.

DINING ROOM: A habitable room used or intended to be used for the purpose of eating, but not for cooking or preparation of meals.

DUPLEX: Any habitable dwelling containing two (2) single dwelling units. The classification shall be determined by the existence of two (2) separate dwelling units, as defined herein, and shall not be based upon the identity of the occupants.

DWELLING: A building, structure or mobile home, except temporary housing, which is wholly or partly used or intended to be used for living or sleeping by individuals, persons or families and includes any attached features.

Dwelling Unit: A single unit with facilities which are used or intended to be used for living, sleeping, cooking and eating of meals

Dwelling, Single-Family: Any dwelling that contains only one dwelling unit.

Dwelling, Duplex: Any dwelling that contains two (2) attached dwelling units under the same ownership.

Dwelling, Apartment: Any dwelling that contains three (3) or more dwelling units.

Dwelling, Rental: Any dwelling, except temporary housing, which is wholly or partly used or intended to be used for rental purposes by human occupants.

Dwelling, Rooming House: Described under the definition for Rooming House.

EGRESS: Exit routes that provide a means of escape from a building and/or premises.

EXIT: A continuous and unobstructed means of egress to a platted street or alley and shall include intervening aisles, doors, doorways, corridors, exterior-exit balconies, ramps, stairways, smoke-proof enclosures, horizontal exits, exit courts, walkways, sidewalks, yards, and approved secondary means of egress.

EXTERMINATION: The control and elimination of insects, rodents or other pests by removing the structure or feature where they are located; by removing or making materials inaccessible that may serve as their food; by poisoning, spraying, fumigating, trapping; or by any other recognized and legal pest elimination methods allowed in the pesticide provisions of Chapter 206 of the Code of Iowa.

FAMILY: An individual or two (2) or more persons related by blood, marriage, adoption or placement by a governmental or social service agency, occupying a dwelling unit as one (1) housekeeping organization.

GARBAGE: Animal or vegetable waste resulting from the handling, preparation, cooking or consumption of food. Garbage shall also mean a normal accumulation of combustible and non-combustible material associated with household operation such as wood, metals, glass, yard trimmings, and other similar materials.

GARBAGE CONTAINER: A watertight container that is constructed of metal or other durable material impervious to rodents that is capable of being serviced without creating unsanitary conditions.

GRADE, ADJOINING: The elevation of the ground three feet (3') from the outside of the dwelling.

HABITABLE ROOM: A room or enclosed floor space having a minimum of seventy (70) square feet of total floor area within a dwelling unit or rooming unit used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and recreation rooms in basements (see Recreation Room in Basement).

HOUSING CODE: The Mason City Housing Code.

HOUSING OFFICIAL: The individual selected by the Community Development Director to administer this Housing Code. Authority given to the Housing Official by this Housing Code may be delegated to his/her designee(s).

INFESTATION: The presence, within or around a dwelling, of any insects, rodents, or other pests in such quantities as would be considered unsanitary.

KITCHEN: A habitable room used or intended to be used for cooking or the preparation of meals.

KITCHEN SINK: A basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold water lines.

KITCHENETTE: A small food preparation area not less than forty (40) square feet in area.

LANDLORD: Any person who rents to another or who has custody or control of a building, or parts thereof, in which dwelling units or rooming units are let or who has custody or control of the premises.

LANDLORD'S LICENSE: A certificate, issued by the Housing Official, that entitles the holder to engage in the business of securing rental dwelling permits for rental dwellings.

LIVING ROOM: A habitable room within a dwelling used or intended to be used primarily for general living purposes.

MOBILE HOME: Factory built housing that is built on a chassis. A mobile home shall not be construed to be a travel trailer or other form of recreational vehicle. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch or other attached features of mobility are removed and regardless of the nature of the foundation provided. However, certain mobile homes may be classified as "manufactured homes."

Nothing in this Article shall be construed as permitting a mobile home in an area other than an approved mobile home park unless such mobile home is classified as a manufactured home. A mobile home shall be a minimum of ten feet (10') in width and thirty-two feet (32') in length.

OCCUPANT: Any person, including the owner or landlord, living in, sleeping in and/or cooking in or having actual possession of a dwelling unit or a rooming unit.

OCCUPANT GROUP: A group of not more than five (5) persons (excluding servants) who may or may not be related by blood, marriage, adoption or placement by an agency.

OWNER: Any person who has custody and/or control of any dwelling, dwelling unit or rooming unit by virtue of a contractual interest in or legal or equitable title to said dwelling, dwelling unit or rooming unit. Owner shall also mean any person who has custody and/or control of any dwelling, dwelling unit or rooming unit as guardian.

PERMIT: As described in the definition of rental dwelling permit.

PERSON: Any individual, firm, corporation, association, partnership, trust or estate.

PLACARD: A written announcement posted on a dwelling unit that has been determined to be unfit for human occupancy.

PLUMBING: Supplied facilities and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, waste pipes, toilets, sinks, lavatories, bathtubs, shower baths, water heating devices, catch basins, drains, vents and any other similar supplied fixtures, together with all connections to water, sewer or gas services.

PREMISES: A lot, plot or parcel of land including a building(s) and/or secondary structure(s) thereon.

REASONABLE CAUSE: Any condition that poses an imminent threat to the health, safety, and/or welfare of the occupant(s) or others.

RECREATION ROOM IN BASEMENT: A room located in a basement used for general recreation purposes and not used, nor intended to be used, for sleeping. This room shall be in addition to the minimum space and facility requirements for a dwelling unit or rooming unit.

RENTAL DWELLING PERMIT: A written certificate of compliance, issued periodically, which grants the landlord the option of letting a specific unit for rental purposes and showing that the unit for which it is issued was in compliance with

the applicable provisions of this Housing Code at the time of issuance as fully explained in Section 10-2F-3C.

ROOMER: An occupant of a rooming house or rooming unit and shall also mean an occupant of a dwelling who is not a member of the family occupying the dwelling.

ROOMING HOUSE: Any dwelling, or that part of any dwelling, containing one (1) or more rooming units in which space is let by the landlord to three (3) or more roomers. Occupants of units specifically designated as dwelling units within a rooming house shall not be included in the roomer count.

ROOMING UNIT: A dwelling unit containing a maximum of two (2) rooms with living and sleeping facilities, but excluding cooking facilities. Bath and toilet facilities must be made available for rooming units, but can be shared with other rooming units.

RULES AND REGULATIONS: Those administrative procedures adopted for the efficient internal management of the Community Development Department. All rules and regulations shall be limited to departmental, administrative, and procedural matters, rather than substantive matters, and shall not be inconsistent with this Housing Code.

SECONDARY STRUCTURE: A structure that is not attached to the dwelling by a common wall and is not used for living or sleeping or for human occupancy. Examples of secondary structures include garages and sheds.

STRUCTURE: A building or other physical item constructed or placed on the premises.

SUPPLIED: Paid for, furnished by, provided by or under the control of the landlord.

TEMPORARY HOUSING: Any tent, trailer, motor home or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to a dwelling or secondary structure or to any utilities system on the same premises for more than thirty (30) days.

TOILET: A toilet with a bowl and trap made in one (1) piece, which is of such shape and form and which holds a sufficient quantity of water so that fecal matter will not substantially collect on the surface of the bowl and which is equipped with a flushing rim(s).

10-2F-3

LANDLORD'S LICENSE AND RENTAL DWELLING PERMIT:

- A. **Requirements for Rental Dwellings:** No person shall rent for occupancy any dwelling, dwelling unit, duplex, apartment, rooming unit (except a rooming unit or units within owner-occupied single-family dwellings, condominiums and containing no more than two (2) roomers) or rooming house unless:
1. The landlord holds a valid landlord's license issued by the Housing Official. The landlord's license authorizes the landlord to obtain rental dwelling permits in Mason City.
 2. The landlord has obtained a rental dwelling permit for the respective dwelling unit(s) from the Housing Official applicable to those portions of the specific structure used for residential rental purposes.
- B. **Application for Landlord's License:** The landlord shall file an application for a landlord's license with the Housing Official on an application form provided by the Housing Official. Each rental dwelling unit shall be listed on the application form.
- C. **Rental Dwelling Permit:**
1. **A Rental Dwelling Permit shall be:**
 - a. A document entitled "Certificate of Compliance"
 - b. Issued by the Housing Official indicating compliance with the Housing Code at the time of issuance
 - c. Valid for no more than five (5) years
 - d. Transferable from one landlord to another at any time prior to its expiration, termination or revocation if notification, including name and contact information of the new landlord, is given to the Housing Official. A rental dwelling transfer late fee, established by Section 10-2F-10 of this Housing Code, shall be charged to the subsequent landlord if more than thirty (30) days passes between the change in ownership and notification of the Housing Official.
 2. **Rental Dwelling Permit Renewal:** To renew the rental dwelling permit the dwelling must be inspected as described in Section 10-2F-4 and found to comply with the terms of this Housing Code.
3. **Penalty for No Landlord's License or No Rental Dwelling Permit:** All dwelling units and rooming units being let for rent and occupancy without a valid rental dwelling permit and landlord's license or application for same on file with the Housing Official may be ordered vacated or it may be ordered that no further rent shall be recoverable by the landlord of such units until compliance with this Housing Code is met. In addition the Housing Official may impose a penalty fine(s) if the respective landlord does not submit an application for the necessary license and permit(s) within thirty (30) days after notification by the Housing Official that the proper license and/or permit(s) has not been obtained. Penalty fines shall be in an amount established by Section 10-2F-10 of this Housing Code.
4. **Issuance of Rental Dwelling Permit:** When all provisions of the Housing Code have been met by the landlord, including the landlord's license described in 10-2F-3.A.1, the Housing Official shall issue a rental dwelling permit upon payment of the required inspection fees.
- D. **Reinspection Fee and Complaint Inspection Fee:** An additional inspection fee is not required if compliance is achieved at an initial periodic inspection, at a first reinspection following a periodic inspection, or at an initial complaint inspection; however, if compliance has not been achieved during the aforementioned inspection(s), a fee will be charged in an amount established by Section 10-2F-10 of this Housing Code. Payment of reinspection and complaint inspection fees shall be the responsibility of the landlord of the respective unit; however, if the cited violations are exclusively the responsibility of the occupant according to Section 10-2F-8 of this Housing Code, then payment of the fees shall be the responsibility of the occupant. If two (2) inspections are completed based upon two (2) unfounded complaints made by the occupant, then the occupant shall be responsible for payment of the complaint inspection fee unless waived by the Housing Official.
- E. **Extension of Rental Dwelling Permit:** Rental dwelling permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Housing Official to remedy any violations cited subsequent to a periodic rental inspection, if an application for a rental dwelling permit is on file.
- F. **Revocation of Rental Dwelling Permit:**
1. The rental dwelling permit shall not be valid if fraud, collusion or an illegality has been documented in the inspection or permitting process.
 2. If a dwelling unit fails to meet the requirements of the Housing Code

on the second reinspection, the Housing Official may determine whether to revoke the rental dwelling permit for the respective dwelling or dwelling unit until the violations are remedied. The owner or landlord shall be notified in writing that the rental dwelling permit is being revoked and shall have ten (10) business days to file an appeal with the Housing Advisory and Appeals Board. The appeal process is described in Section 10-2F-9.

10-2F-4

INSPECTION AND ENFORCEMENT:

- A. **Authority:** The Housing Official and/or his/her authorized representative(s) is hereby authorized to administer and enforce the provisions of the Housing Code.
- B. **Inspections:**
 - 1. **Inspections of Owner-Occupied Dwellings:**
 - a. Inspections shall be provided for owner-occupied single-family dwellings, condominiums and cooperatives only upon request or complaint to the Housing Official using the standards included in Sections:
 - (1) 10-2F-5: Requirements For All Dwellings
 - (2) 10-2F-7: Owner Responsibilities For Maintenance/Occupancy
 - (3) 10-2F-8: Occupant Responsibilities For Maintenance/ Occupancy
 - b. Inspections of owner-occupied single-family dwellings, condominiums and cooperatives containing a family plus one (1) or two (2) roomers shall occur only upon request or complaint to the Housing Official and using the standards included in Sections:
 - (1) 10-2F-5: Requirements For All Dwellings
 - (2) 10-2F-6: Requirements For Rental Dwellings
 - (3) 10-2F-7: Owner Responsibilities For Maintenance/Occupancy
 - (4) 10-2F-8: Occupant Responsibilities For Maintenance/Occupancy
 - 2. **Periodic Rental Inspection Frequency:** Rental dwelling units shall be fully inspected for the requirements of the Housing Code by the Housing Official at least once every five (5) years in addition to inspections made upon request or on a complaint basis.
 - 3. **Inspection Notices:** A written notice for each inspection shall be sent or delivered to the respective landlord and occupant prior to conducting complaint or periodic rental inspections except when a potential threat to health or safety exists which would create the

need for a more immediate inspection. The City's failure to demonstrate proof of having sent the notice shall not relieve the landlord of the corrective actions ordered by the Housing Official to bring the dwelling unit into compliance nor from the associated reasonable time to complete them.

C. **Access by Landlord for Maintenance:** Every occupant of a dwelling unit or rooming unit shall give access to the landlord or his/her representative or employee, to any part of such dwelling, dwelling unit, rooming unit or premises at all reasonable times for the purpose of maintenance or other actions required by the Housing Code and for making corrective actions ordered by the Housing Official. The landlord shall provide notice to the occupant not less than twenty-four (24) hours before entry, except in cases of emergency or where notice or notification is not feasible.

D. **Access by Housing Official:**

1. The Housing Official is hereby authorized to conduct inspections, requested by the owner or landlord, of any dwelling within Mason City, Iowa, to perform the duty of safeguarding the health, safety and general welfare of the occupants or the public. The Housing Official may enter such unit or premises at all reasonable times to also inspect dwellings, dwelling units, rooming units and premises without the landlord's request whenever necessary to enforce the provisions of the Housing Code including whenever a complaint is received or the Housing Official has reasonable cause to believe that violation(s) exist that pose a threat to health or safety.
2. **Landlord Notification:** If such unit or premises is occupied, the Housing Official shall first make a reasonable effort to notify the owner or landlord and request entry; however, occupants may grant access to the Housing Official for rental housing inspections without permission from the owner or landlord.
3. **Refused Entry:** When the Housing Official and/or his/her representative attempts to enter the dwelling, he/she shall state his/her name and position and explain why entry is sought. If entry is refused, the Housing Official will request that the inspection be conducted at a reasonable future time, suitable to the landlord or occupant. If the request for future entry is refused, the Housing Official shall at that time, or at a later time, explain to the landlord and/or occupant that: 1) the occupant may refuse, without penalty, entry without a search warrant, and 2) the Housing Official may apply to the magistrate for a search warrant. If a landlord fails to provide for access to a unit for a scheduled inspection, a "no show" fee will be charged.

E. **Search Warrant:** When entry is lawfully refused, the Housing Official may apply for a search warrant. No landlord or occupant shall fail or neglect to permit full access to the Housing Official after a search warrant is presented.

F. **Notice of Violations:** Whenever the Housing Official determines that a violation of the Housing Code exists, the Housing Official shall inform both the landlord and occupant of the violation(s), explain their right to appeal, and provide an appeal application form. The notice shall:

1. Be in writing.
2. Detail the violation, including the section of the Housing Code violated, and the location of the violation on the premises, if applicable.
3. Explain why the cited provision of the Housing Code is being used.
4. Set a reasonable time for the performance of any act it requires and optionally contain an outline for remedying the violation. For inspections made on a complaint basis, where violations do not present a threat to health or safety, the Housing Official shall not set deadlines for the violations to be remedied until a written complaint or complaint form is submitted to the Housing Official.
5. Be submitted to the landlord or occupant, as the case may require, provided that the notice shall be deemed to be properly served upon such landlord or occupant if a copy of the notice is delivered by any of the following means.
 - a. Personal delivery.
 - b. If they are not found, by leaving a copy of the notice at their usual place of residence in the presence of an occupant of legal age and discretion who shall be informed of its contents.
 - c. By registered mail or by certified mail with return receipt requested, at his/her last known address.
 - d. If the registered or certified letter with the copy is returned with a receipt showing it has not been delivered to him/her, by posting a copy of it in a conspicuous place in or about the dwelling affected by the notice.

6. Shall be effective against any current or subsequent owner of the premises as long as the violation exists and an official copy of the notice is on file with the City of Mason City.
 7. **Staying of Order Under Appeal:** Except for emergency orders to vacate made according to Subsection H of this Section, enforcement of any notice and order of the Housing Official shall be placed on hold until a determination is made by the Housing Advisory and Appeals Board.
- G. **Waivers and Adaptations:** Whenever there are practical difficulties involved in carrying out the provisions of this Housing Code, the Housing Official may grant waivers and adaptations for individual cases, provided that a special individual reason makes the strict letter of this Housing Code impractical and that the adaptation or waiver is in conformity with the spirit and purpose of this Housing Code and that such modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the Housing Official.
- H. **Emergency Orders:** Whenever the Housing Official finds that a condition exists which requires immediate action to protect the health or safety of the occupants and/or the general public, he/she may, without notice or hearing, issue an order detailing the existence of such a condition and requiring that action be taken to remedy the condition. If necessary, the Housing Official may order that the premises be vacated and not reoccupied until the order to make repairs has been fulfilled. Regardless of other provisions of the Housing Code, such order shall be effective immediately or in the time and manner prescribed by the order itself.
- I. **Placarding Procedures for Unfit Properties:** Any dwelling, dwelling unit or rooming unit which is found to be so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested that it creates a serious hazard to the health or safety of the occupants or of the public, shall be determined to be unfit for human habitation and shall be so designated and placarded by the Housing Official.
1. **Placarded Dwellings are to be Vacated:** Any dwelling, dwelling unit, rooming unit or any portion thereof, placarded as being unfit for human habitation by the Housing Official, shall be vacated immediately or as ordered by the Housing Official.
 2. **To Reoccupy Placarded Dwelling:** No dwelling, dwelling unit, rooming unit or portion thereof, which has been 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 Housing Official. The Housing Official shall remove such placard whenever the violations upon which the placarding action was based have been eliminated.
- J. **Distribution of Information:** The Housing Official shall make all rules and regulations available to the general public. Standard forms and blank notices shall also be available upon request.
3. **Removal of Placard Prohibited:** No person shall deface or remove a placard from any dwelling, dwelling unit or rooming unit which has been deemed unfit for human habitation and placarded as such, except as provided in Subsection I.2 above.
 4. **Condemnation Referral:** After a reasonable period of time after a property has been placarded and no remedial action begun, the Housing Official shall inform the proper authorities to initiate the process for condemnation and demolition of the building.

10-2F-5

REQUIREMENTS FOR ALL DWELLINGS

A. Bathroom, Kitchen, Laundry and Plumbing Requirements:

1. **Bathroom:** Each dwelling unit shall have a bathroom containing a toilet, bathroom sink, and bathtub or shower. A room in which a toilet is located shall be separated from food preparation or storage room by a tight-fitting door.
2. **Kitchen:** Each dwelling unit shall have a kitchen with a kitchen sink and approved floor covering for sanitary purposes.
3. **Water Supply and Sewer Connections:** All plumbing fixtures shall be connected to an approved system of water supply and provided with hot and cold running water, except the toilet shall be provided with cold water only. All plumbing fixtures shall be connected to a sanitary sewer or to an approved private sewage disposal system. All plumbing fixtures shall be of an approved glazed earthenware type or of similarly nonabsorbent material.
4. **Toilet Compartments:** Toilet compartments shall be a minimum of thirty inches (30") wide, and the clear space in front of the toilet shall not be less than twenty-four inches (24"). The toilet shall be supplied with cold water only.
5. **Privacy and Room Separations:** Every toilet, bathtub or shower required by this Housing Code shall be installed in a room, which will afford privacy to the occupant.
6. **Installation and Maintenance:** All sanitary facilities shall be installed and maintained in a safe, sanitary condition and in accordance with all applicable laws.
7. **Light and Ventilation:** All bathrooms, toilet compartments, laundry rooms and similar rooms shall be provided with natural ventilation by means of windows or skylights with an area of not less than one-twentieth (1/20) of the floor area of such room, and with a minimum of one and one-half (1½) square feet or by means of mechanical vent fans.
8. **Clothes Washer Trap:** Each single-family or duplex dwelling unit or apartment which provides laundry facilities shall provide for a clothes washer standpipe, which may discharge directly over a floor drain. A proper air gap shall be provided.

9. **Water Heater:** Water heaters burning solid, liquid or gaseous fuels shall be properly vented and supplied with proper draft and combustion air. Any pressurized water heater shall be supplied with an approved temperature/pressure relief valve, and where required by manufacturer, such device shall be fitted with a rigid pipe of undiminished diameter and extended to within one foot (1') of the floor. Hot water shall be supplied at a minimum of one hundred twenty degrees (120°) Fahrenheit. Gas-fueled water heaters located in garages shall be raised at least eighteen inches (18") from the floor.

- #### B. Heating Requirements:
- Every single-family, duplex dwelling, apartment, or rooming house shall be provided with heating facilities capable of maintaining room temperature of seventy degrees (70°) Fahrenheit at a point three feet (3') above the floor in various locations in all habitable rooms. Such facilities shall be installed and maintained in a safe condition. No unvented, fuel-burning heater shall be permitted. All heating devices or appliances shall be of an approved type. No fuel-burning furnace shall be located within any sleeping rooms or bathroom unless provided with adequate ducting for air supply from the exterior, and the combustion chamber for such heating unit shall be sealed from the room in an airtight manner. Fuel burning heaters are prohibited in bathrooms and sleeping rooms.

C. Electrical and Lighting Requirements:

1. Room Requirements:

- a. **Outlets:** Each habitable room shall be provided with either three (3) electrical outlets or both a lighting outlet controlled by the wall switch nearest to the entrance of the room and two (2) electrical outlets
- b. **Kitchen Outlets:** Each kitchen shall be provided with two (2) separate branch circuits for a minimum of two (2) duplex outlets. Two (2) of the supplied outlets shall be at least thirty inches (30") above the floor. Any new appliance circuits shall be of twenty (20) ampere capacity. Any outlet within thirty-six inches (36") of the sink shall be a GFCI (Ground-Fault Circuit Interrupter).
- c. **Bathroom Outlets:** Washrooms and bathrooms shall have lighting controlled by a wall switch. A duplex receptacle unit of GFCI (Ground-Fault Circuit Interrupter) type, protected and independent of lighting fixture, shall be provided. Loca

tion of duplex receptacle units adjacent to wash basin shall be a minimum of thirty inches (30") above the floor.

- d. **Basements:** A minimum of one (l) light shall be provided for each one hundred fifty (150) square feet of floor area, and one (l) light shall be provided for each of the following: crawl spaces, storage rooms or utility rooms. Laundry lighting outlets or stairway lighting units shall not be counted as basement lighting units.
 - e. **Laundry Area:** Separate lighting may be pull-chain type. Laundry equipment shall be on independent branch circuits.
 - f. Stairways shall be adequately lighted and controlled by a wall switch(es) in a readily accessible and convenient location, and shall not be located where it is necessary to use darkened sections of stairs for switch operation.
2. Heating systems requiring electrical energy for operation shall be provided with an independent circuit.
 3. Electrical service shall be a minimum of sixty (60) ampere three (3) wire capacity for each dwelling containing eight hundred (800) square feet of floor area or less. Where fusible equipment is in place, type "S" fuses will be required. Dwellings in excess of eight hundred (800) square feet of floor area will require one hundred (100) ampere three (3) wire service.
 4. Existing electrical equipment that has been maintained and used as originally installed may be reactivated only with proper branch circuit protection.
 5. All dwellings shall have lighted entrances and exits controlled by interior switches that are convenient and accessible.
 6. Electrical service facilities shall be grounded.
 7. Evidence of inadequate wiring in existing dwellings not detailed elsewhere in this section may include:
 - a. Extensive use of extension cords including more than one (l) drop cord per receptacle or extension cords longer than twelve feet (12') used in lieu of permanent wiring.
 - b. Inadequate branch circuit protection such as over sizing of protection for services or feeders.
 - c. Evidence of electrical overloads.

d. Less than one (l) lighting unit for each one hundred fifty (150) square feet of basement floor area.

- D. **Exits/Egress:** Every dwelling unit and rooming unit shall have access to two (2) independent, unobstructed exit routes that provide a means of escape from the dwelling and/or premises. At least one (l) shall discharge directly or via corridors or stairways or both to a platted street or alley. If both exit routes are designated to a common corridor, the corridor shall provide at least two (2) further means of egress, which shall lead in opposite directions. Every means of egress shall comply with the following requirements:
1. **Handrails:** All stairways comprised of four (4) or more risers shall be provided with a substantial and safe handrail. If a handrail is provided on an open side of a stairwell, spindles shall be no more than four inches (4") apart. The height of handrails shall be not less than thirty-four inches (34"), nor more than thirty-eight inches (38") when measured from the front of the tread.
 2. **Guardrails:** A substantial and safe guardrail shall be provided for all unenclosed floor and roof openings, open and glazed sides of landings and ramps, and balconies or porches which are more than thirty inches (30") above grade or the floor below, and any portion of the roof used for purposes other than maintenance. Required guardrails serving a single dwelling unit shall be at least thirty-six inches (36") in height, and required guardrails serving more than a single dwelling unit shall be at least forty-two inches (42") in height.
 3. **Stairways:** Every stairway shall have a uniform riser height and uniform tread width, which shall be adequate for safe use.
 4. **Locks:** Doors and windows readily accessible from outside the unit shall have working locks except for screen doors or storm doors.
 5. **Egress Windows:** In basement units where one (l) means of egress is a window, such window shall have an unobstructed opening of at least five and seven-tenths square feet (5.7 s.f.). Egress windows shall be not more than forty-four (44") inches above the floor or any permanent step or platform with a net clear openable height of at least twenty-four inches (24") and width of at least twenty inches (20").

6. **Fire Escapes:** No existing fire escape shall be deemed a sufficient means of egress unless it is inspected and approved by the Housing Official and/or the Mason City Fire Marshal.

7. **Door Size:** Every doorway providing ingress or egress from any dwelling unit, rooming unit or habitable room shall be at least six feet four inches (6'4") in height and twenty-four inches (24") in width.

8. **Sleeping Room Egress:** Every sleeping room below the fourth (4th) story shall have at least one (1) operable window or exterior door approved for emergency escape or rescue; however, this requirement may be waived in the case of an apartment equipped throughout with an approved automatic sprinkler. The units shall be operable from the inside to provide a full clear opening without the use of separate tools. All escape or rescue windows from sleeping rooms shall have a minimum net clear opening of five and seven-tenths square feet (5.7 s.f.). Egress windows shall be not more than forty-four inches (44") above the floor when measured to the sill with a net clear openable height of at least twenty-four inches (24") and width of at least twenty inches (20").

9. **Bars, Grilles, Grates Over Egress Openings:** Bars, grilles, grates or similar devices may be installed on egress windows or doors, provided:

- a. Such devices are equipped with approved release mechanisms which are operable from the inside without the use of a key or special knowledge or effort; and
- b. The building is equipped with smoke detectors installed in all hallways leading to bedrooms and one (1) in the basement.

E. **Natural Light:** Every habitable room, except a kitchen, shall have at least one (1) window or skylight facing directly to the outdoors. The minimum total window or skylight area, measured between stops, for every habitable room shall be at least ten percent (10%) of the floor area of such room unless adequate artificial light is provided to compensate for less natural light.

F. **Ventilation:**

1. **Interior Air Quality:** Every dwelling unit and rooming unit shall be free from dangerous levels of air pollution, from carbon monoxide, sewer gas, fuel gas, dust and other harmful air pollutants.

2. **Natural Ventilation:**

a. **Window Screens:** Every window or other device, used for ventilation, with openings to the outdoor space shall be supplied with screens of not less than sixteen (16) mesh per inch.

b. **Openable Window Area:** The total openable window area in every habitable room shall be equal to at least forty-five percent (45%) of the minimum window area required for natural light in 10-2F-5E of this Code.

c. **Door Screens:** Every dwelling or rooming unit door that opens directly to the outdoors is required to meet the minimum ventilation requirements of this Housing Code, and shall have a supplied screen(s) and a self-closing device.

d. **Rodent Screens:** Every cellar window, soffit or roof vent, used or intended to be used for ventilation, and every other opening to a cellar, crawl space or interior roof area which might provide an entry for rodents or birds, shall be supplied with a heavy wire screen of not larger than one-fourth inch (1/4") mesh or such device as will effectively prevent their entrance.

e. **Bathroom Ventilation:** For natural ventilation, every bathroom or toilet compartment shall have at least one (1) openable window facing directly to the outdoors and at least forty-five percent (45%) of the window must be openable.

3. **Mechanical Ventilation:**

a. If an openable window is not available for natural ventilation, mechanical ventilation shall satisfy ventilation requirements if the system provides not less than two (2) air changes per hour in all habitable rooms, kitchens and/or bathrooms or toilet compartments. Kitchen ventilation shall exhaust and discharge directly to outside air.

b. No mechanical exhaust system, exhausting vapors, gases or odors shall be discharged into an attic, crawl space or cellar unless the attic, crawl space or cellar is adequately vented to the outside.

G. **Minimum Floor Space per Room:**

1. **Minimum Floor Space:** Every dwelling unit, not including rooming units, shall have at least one (1) room with not less than one hundred fifty (150) square feet of floor area. Other habitable rooms, except kitchens, shall have an area of not less than seventy (70) square feet. An additional fifty (50) square feet per person is required for sleeping rooms for each occupant in excess of two (2). In every rooming unit, every room occupied for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor space and every room occupied for sleeping purposes by more than one (1) occupant shall contain at least an additional forty (40) square feet of floor space for each additional occupant thereof.
2. **Efficiency Apartment Exception:** Nothing in this subsection shall prohibit the use of an efficiency living unit within an apartment house meeting the following requirements:
 - a. The unit shall have a living room of not less than two hundred (200) square feet of superficial floor area. An additional one hundred (100) square feet of superficial floor area shall be provided for each occupant of such unit in excess of two (2).
 - b. The unit shall be provided with a separate closet.
 - c. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities each having a clear working space of not less than thirty inches (30") in front. Light and ventilation conforming to this Housing Code shall be provided.
 - d. The unit shall be provided with a separate private bathroom containing a toilet, bathroom sink and bathtub or shower.
3. **Floor Area Calculation Limited by Height:** For the purpose of determining the maximum permissible occupancy, the floor area of that part of a room where the ceiling height is less than five feet (5') shall not be considered when computing the total floor area of the room.

- H. **Maximum Occupancy:** Not more than one (1) family or occupant group, plus two (2) occupants (roomers) unrelated to the family, except for guests or domestic employees, shall occupy a dwelling unit unless a rental permit for a rooming house has been granted.

Improper Occupancy: Improper occupancy shall be defined as any building(s) or portions thereof, such as garages, sheds or utility buildings, occupied for living, sleeping, cooking or dining purposes which were not designed or intended to be used for such occupancies and are

unable to meet emergency egress, safety, bathroom, bathing facility, and other requirements provided in this Housing Code.

I. **Ceiling Height:**

1. The ceiling height of every habitable room shall be at least seven feet (7').
2. **Sloping Roof Height Requirements:** In any habitable room where the ceiling is a part of a sloping roof, at least one-half (1/2) of the floor area shall have a ceiling height of at least seven feet (7'). Floor area, as stated above, shall mean the area of the floor where the vertical measurement from floor to ceiling is five feet (5') or more.
3. **Ceiling Obstructions:** Obstructions of space by such items as water and gas pipes, cabinetry, etc., shall be permitted when such obstructions are located within two feet (2') of a partition or wall, do not interfere with normal ingress and egress, would not interfere with an emergency ingress or egress, and are approved by the Housing Official. Obstruction of ceiling space shall be permitted when such obstruction is located at a height of not less than six feet four inches (6'4") from the floor and which does not occupy more than twenty-five percent (25%) of the cubic area of the space within a room, which is further than six feet four inches (6'4") from the floor.

10-2F-6

REQUIREMENTS FOR RENTAL DWELLINGS: All rental dwellings shall comply with Section 10-2F-5 titled 'Requirements For All Dwellings', in addition to the following:

A. **Direct Access:**

1. **Direct Access to Dwelling Unit:** Dwelling units and rooming units shall be directly accessible without passing through any other dwelling unit or rooming unit (except that access to rooming units may be through a living room or kitchen of a unit occupied by the owner or landlord of the dwelling).
2. **Direct Access for Bathrooms and Sleeping Rooms:** Bathroom, toilet compartments, and sleeping rooms shall be directly accessible without passing through sleeping rooms for dwellings, dwelling units or rooming units containing two (2) or more sleeping rooms.
3. **Sole Access Through Bathroom Prohibited:** A bathroom or toilet compartment shall not be used as the only passageway to any habitable room, hallway, basement, cellar or to the exterior of the dwelling unit or rooming unit

B. **Lighting of Public Hallways and Stairways:**

1. Public hallways and stairways in dwellings accommodating two (2) to four (4) dwelling units or rooming units shall be provided with a convenient wall-mounted light switch(es) which activates an adequate lighting system.
2. Public passageways and stairways in buildings accommodating more than four (4) dwelling units or rooming units shall be lighted at all times with an adequate artificial lighting system, except that the artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided. Whenever the building exceeds thirteen (13) units, the required artificial lighting system shall be on an emergency circuit or battery.

C. **Fire Protection:**

1. **Fire Extinguishers:** Fire extinguishers suitable for the occupancy of the dwelling and approved by the Fire Marshal and/or his/her representative shall be provided for apartments and rooming houses. Fire extinguishers shall be properly hung in an area of easy access.
2. **Early Warning Fire Protection System:** All dwelling units and

rooming houses shall be provided with smoke detectors as approved by the Housing Official or Fire Marshal. In all buildings or structures of such size, arrangement or use, where delayed detection of a fire could endanger the occupants, the Fire Marshal and/or his/her representative may require an automatic fire detection alarm system. The detectors shall be mounted in the ceiling or wall at a point centrally located in the corridor or area giving access to rooms used for sleeping purposes. Smoke detectors shall also be placed in common areas and in basements. Smoke detectors installed in areas where sleeping rooms are on an upper level shall be placed above the stairway. All detectors shall be located according to manufacturer's directions. Care shall be exercised to insure that the installation will not interfere with the operating characteristics of the detector. When actuated, the detector shall provide an alarm for the dwelling unit or rooming unit.

3. **Fire Emergency Guide:** An Emergency Guide may be required by the Fire Department for multi-unit apartment dwellings that share common areas such as hallways or corridors. If required, the emergency guide must be submitted to the Fire Department for approval and updated annually.

D. **Exit Route Posting:** The Fire Department may require that exit routes be posted in common areas such as hallways and corridors.

E. **Lead-based Paint:** Every landlord of a dwelling unit or rooming unit being let for rent and/or occupancy shall, on forms provided by the Housing Official, certify that the dwelling is in accordance with the HUD Lead Based Paint Regulations, 24 CFR, part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act.

F. **Communal Kitchens:** If a communal kitchen is supplied, the following requirements shall be met:

1. The minimum floor area of the communal kitchen shall be sixty square feet (60 s.f.).
2. The minimum floor area of the communal kitchen in which roomers are permitted to prepare and eat meals shall be one hundred square feet (100 s.f.).
3. The kitchen shall contain a refrigerator with an adequate food storage capacity, a kitchen sink, floor covering, a stove or range, at least one cabinet of adequate size suitable for storage of food, dishes, and cooking utensils, and a table and adequate chairs for the normal use of the facilities if a communal dining room is not supplied.

4. It shall contain at least six (6) square feet of surface area, which is easily cleanable and suitable for the preparation of food.
5. Every communal kitchen shall be located within a room accessible to the occupants of each rooming unit sharing the use of such kitchen, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.

G. **Communal Dining Rooms:** Every dwelling or rooming house, within which the occupant is permitted to cook within a communal kitchen containing less than one hundred square feet (100 s.f.) of floor area shall contain a communal dining room which complies with all of the following requirements:

1. Every communal dining room shall be located on the same floor of the rooming house as the communal kitchen and the dining room shall be as nearly adjacent to the communal kitchen as is practicable.
2. Every communal dining room shall be located within a room accessible to the occupant of each rooming unit sharing such dining room, without going outside of the dwelling and without going through a dwelling unit or rooming unit of another occupant.
3. The communal dining room shall contain a table and adequate chairs for the normal use of the facilities.
4. Every communal dining room shall contain not less than seventy square feet (70 s.f.) of floor area.

H. **Shades, Draperies and Window Coverings:**

1. Every window in rooms used for sleeping purposes in rooming units and furnished dwelling units shall be supplied with shades, draperies or other devices or materials which, when properly used, will provide privacy to the occupants.
2. Every window in rooms used for sleeping purposes in unfurnished dwelling units shall be supplied with hardware necessary to support shades, draperies or other devices or materials which, when properly used can provide privacy to the occupants.

- I. **Mobile Homes to be Anchored:** In the case of a mobile home, the home shall be securely anchored by a tiedown device which distributes and transfers the load posed by the unit to appropriate ground anchors so as to resist wind, overturning and sliding.

10-2F-7

OWNER RESPONSIBILITIES FOR MAINTENANCE AND OCCUPANCY:

Dwelling owners shall be responsible for causing the dwelling and/or premises to meet the following requirements:

A. Dwelling Maintenance:

1. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, hand-rail, guardrail, porch, sidewalk and their attached features shall be maintained in safe and sound condition. Steps and sidewalks shall also be maintained in such a manner as to prevent substantial pooling of water and/or tripping hazards.
2. Every foundation, floor, exterior wall, exterior door, window and roof shall be maintained in weather-tight, watertight, rodent-proof and insect-proof condition.
3. Every door, door hinge, door latch and door lock shall be maintained in good and functional condition, and every door, when closed, shall fit within its frame.
4. Every window, existing storm window, window latch, window lock and other opening cover including its hardware, shall be maintained in good and functional condition and shall fit within its respective frame.
5. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in a clean and sanitary condition, and, where appropriate, shall be capable of affording privacy.

B. Secondary Structures Maintenance: Every foundation, exterior wall, roof, window, exterior door, basement hatchway and attached feature of any secondary structure shall be properly maintained to prevent harboring rats or other vermin and shall generally be kept in a reasonably good state of repair.

C. Eaves: Eaves, troughs, downspouts and other roof drainage equipment on the premises shall be maintained in a good state of repair and so installed as to direct rainwater away from the dwelling, as well as from the steps and sidewalks used to access the dwelling.

D. Grading, Drainage and Landscaping of Premises: Grading, drainage and landscaping shall be continuously maintained. This Housing Code shall not affect the existence or maintenance of storm water drainage systems.

E. Chimneys and Smoke pipes: Every chimney and every supplied smoke pipe shall be adequately supported, cleaned and maintained in a good state of repair.

F. Protection of Exterior Wood Surfaces: All exterior wood surfaces of a dwelling and its secondary structures, fences, porches and similar attached features shall be protected from the elements and against decay by non-lead based paint or other approved protective coating. Exception: If the exterior wood surface is comprised of a type or species of wood or has been treated in such a way as to cause it to be especially resistant to decay or infestation, the wood surface in question, if approved by the Housing Official, shall be exempted from the above listed requirements.

G. Egress Maintenance: Every means of egress shall be maintained in good condition and shall be free of obstruction at all times. If the means of egress is a fire escape, it shall be maintained in a good state of repair for safety purposes.

H. Screen and Storm Window Installation Deadlines: The landlord of the premises shall be responsible for hanging all screens and storm windows except when there is a written agreement between the landlord and the occupant to the contrary. Screens shall be in place no later than May 1 of each year and storm windows shall be in place no later than November 1 of each year.

I. Electrical System Maintenance: The electrical system of every dwelling or secondary structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch and fixture shall be maintained in good and safe working condition.

J. Plumbing Maintenance: Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.

1. All plumbing hereafter installed or replaced shall be so designed and installed as to prevent contamination of the water supply through backflow, back siphon age or cross connection.

2. Water pressure shall be adequate to permit a proper flow of water from all open outlets at all times.

K. Gas Appliances and Facilities Maintenance:

1. Every gas appliance shall be connected to a gas line with solid metal

pipng except that listed metal appliance connectors or semi-rigid tubing may be used if approved by the Housing Official.

2. Every gas pipe shall be sound and tightly assembled and shall be free of leaks, corrosion or obstruction so as to reduce gas pressure or volume.
3. Gas pressure shall be adequate to permit a proper flow of gas from all open gas valves at all times.
4. All disconnected gas lines shall be capped.

L. **Furnace Maintenance and Cooling Equipment Maintenance:** The heating equipment of each dwelling shall be properly maintained. Landlords shall engage the services of a mechanical/heating contractor to conduct a furnace inspection as part of, or within two years prior to, the periodic inspection for each rental dwelling under their control. The landlord shall be responsible for providing documentation to the Housing Official that a furnace inspection(s) has been completed. However, heating and supplied cooling equipment shall not be required to be maintained in operational condition during that time of the year when said equipment is not normally used.

M. **Floors in Kitchens and Bathrooms:** Every toilet room floor surface, bathroom floor surface and kitchen floor surface shall be constructed and maintained so as to permit such floor to be easily kept in a clean, dry and sanitary condition.

N. **Supplied Facilities:**

1. The landlord shall be responsible for properly maintaining every facility, utility and piece of equipment either required by this Housing Code or present in the rental dwelling unit at the time a rental agreement was signed or designated for the exclusive use of the occupants by the rental agreement. Maintenance of facilities, utilities and equipment not required by this Housing Code shall be the landlord's responsibility unless stated to the contrary in the rental agreement.
2. No supplied facility shall be removed, shut off or disconnected from any occupied dwelling unit or rooming unit except for such temporary interruption(s) as may be necessary while actual repairs, replacements or alterations are being made.
3. **Refrigerators and Stoves:** All supplied refrigerators, stoves and ranges shall be maintained in good and safe working condition except when there is a written agreement between the landlord and the

occupant to the contrary.

4. **Toilets, Baths and Bathroom Sinks:** All toilets, baths and bathroom sink basins shall be maintained in good and sanitary working condition.

O. **Fire Protection:**

1. **Fire Extinguishers and Smoke Detectors:** Operable fire extinguishers and smoke detectors shall be provided and maintained by the landlord for each apartment dwelling and in each dwelling unit within an apartment under their control. The landlord shall have installed batteries for all required smoke detectors at the time a new occupant moves into a dwelling unit. Subsequent replacement of batteries required to operate smoke detection equipment shall be the responsibility of occupants unless otherwise arranged or agreed upon by the respective occupant and landlord.

2. **Fire Emergency Guide:** An Emergency Guide may be required by the Fire Department for multi-unit apartment dwellings that share common areas such as hallways or corridors. If required, the emergency guide must be submitted to the Fire Department for approval and updated annually.

P. **Covered Cisterns:** All cisterns or similar water storage facilities shall be fenced, safely covered or filled in such a way as not to create a hazard to life or limb.

Q. **Sealed Passages:** All pipe passages, chutes and similar openings through walls or floors shall be adequately enclosed or sealed to prevent the spread of fire or passage of vermin.

R. **Pest Extermination:** Whenever infestation exists in two (2) or more dwelling units or rooming units within the same dwelling or in the shared or public parts of any dwelling containing two (2) or more dwelling units or more than one (1) rooming unit, extermination thereof shall be the responsibility of the landlord.

S. **Landlord to Let Clean Units:** No landlord shall permit occupancy of any vacant dwelling unit or rooming unit unless it is substantially clean, sanitary and fit for human occupancy.

- T. **Common Areas Maintenance:** Every landlord of a dwelling containing two (2) or more dwelling units or more than one (1) rooming unit shall be responsible for maintaining, in a safe and sanitary condition, the shared public areas of the dwelling and premises thereof, unless there is a written agreement between the landlord and occupant to the contrary.
- U. **Maintenance of Fences:** Every fence shall be kept in a good state of repair or removed.
- V. **Garbage Disposal:** Every landlord of an apartment shall supply adequate approved containers and/or receptacles for the disposal of garbage.
- W. **Occupancy:** No owner or operator shall allow the occupancy of a dwelling, dwelling unit or rooming unit to exceed the number of persons listed on the rental permit. A dwelling unit shall not be occupied by a number of persons greater than the sum of one (1) family plus two (2) roomers or one (1) occupant group plus two (2) roomers.
- X. **Cooking in Rooming Units:** No landlord shall knowingly allow the use of cooking equipment within a rooming unit.

10-2F-8

OCCUPANT RESPONSIBILITIES FOR MAINTENANCE AND OCCUPANCY

- A. **Occupant Responsible for Sanitary Condition:** occupants shall maintain their dwelling unit or rooming unit in a clean, safe and sanitary condition.
1. Every floor and floor covering shall be kept substantially clean and sanitary.
 2. Every wall and ceiling shall be kept substantially clean and free of dirt or greasy film.
 3. No dwelling or the premises thereof shall be used substantially for the storage or handling of garbage.
 4. No dwelling or the premises thereof shall be used for the storage or handling of dangerous or hazardous materials beyond typical household use.
 5. No occupant shall deliberately or negligently destroy, deface, damage, impair or remove any part or portion of the premises or knowingly permit any other occupant or person to do so without consent of the landlord.
- B. **Plumbing Fixtures:** The occupants of a dwelling unit shall keep the supplied plumbing fixtures in a substantially clean and sanitary condition and shall be responsible for their proper care, use and operation.
- C. **Extermination of Pests:** Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents or other pests on the premises; every occupant of a dwelling containing more than one (1) dwelling unit or rooming unit shall be responsible for such extermination within the unit they occupy whenever said unit is the only one (1) infested. See Section 10-2F-7.R. Notwithstanding the foregoing provisions of this Subsection, whenever infestation is caused by failure of the landlord to maintain a dwelling in a rodent-proof or insect-proof condition, extermination shall be the responsibility of the landlord.
- D. **Occupant Storage and Disposal of Garbage:** Every occupant of a dwelling shall dispose of rubbish, garbage and any other organic waste in a clean and sanitary manner by placing it in receptacles or storage containers required by this Housing Code.

- E. **Heating Facilities:** Every occupant of a dwelling unit or rooming unit shall be responsible for the exercise of proper care, use and operation of supplied heating facilities.
- F. **Electrical Wiring:** No temporary wiring or extension cords shall be used except extension cords which run directly from portable electrical fixtures to convenience outlets. The extension cords shall not lie beneath floor coverings or extend through doorways, transoms or similar openings or structural elements and shall also not be attached to them. The occupant shall not knowingly overload the circuitry of the dwelling unit or rooming unit.
- G. **Supplied Facilities, Smoke Detection, and Light Bulbs:**
1. Every occupant of a dwelling unit shall keep all supplied fixtures and facilities therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care and proper operation of them.
 2. The landlord shall have installed batteries for all required smoke detectors at the time a new occupant moves into a dwelling unit. Subsequent replacement of batteries required to operate smoke detection equipment shall be the responsibility of occupants unless otherwise arranged or agreed upon by the respective occupant and landlord. Occupants shall notify the landlord if they become aware that the smoke detection equipment is not operating properly. Occupants shall not cause a smoke detector to be removed.
 3. Replacement of light bulbs shall be the responsibility of the occupant unless otherwise arranged or agreed upon by the respective occupant and landlord.
- H. **Kitchens, Stoves and/or Ranges, Refrigerators:** Where cooking and/or eating facilities are provided in a dwelling unit, a stove or microwave and refrigerator shall be provided by the occupant, if not supplied by the landlord.
- I. **Meal Preparation in Rooming Units Prohibited:** No occupant of a rooming unit shall prepare meals or store cooking utensils in a rooming unit unless an approved kitchen and/or dining room is contained within the rooming unit. The cooking and eating of meals may take place in dwellings containing a rooming unit or units if said units comply with the communal kitchen (Section 10-2F-6.F) and communal dining room (Section 10-2F-6.G) provisions of this Housing Code.
- J. **Occupancy Control:** No occupant shall allow the occupancy of any dwelling unit or rooming unit within which he/she resides to exceed the number of persons listed on the rental dwelling permit. A dwelling unit shall not be occupied by a number of persons greater than the sum of one (1) family plus two (2) roomers or by more than one (1) occupant group plus two (2) roomers.
- K. **Occupant's Willful Noncompliance:** If the occupant's noncompliance is willful, the owner shall recover damages and attorney's fees and may obtain injunctive relief for any willful noncompliance.
- L. **Applicability of Occupant Noncompliance:** Subsection K of this Section will not be applicable if the landlord does not have a landlord's license, a rental dwelling permit and/or an application for them on file with the Housing Official.

10-2F-9

HOUSING ADVISORY AND APPEALS BOARD

- A. **Created:** There is hereby created a Housing Advisory and Appeals Board.
- B. **Purpose and Duties:** The Housing Advisory and Appeals Board shall have the authority to act upon appeal variances, extension of time for the compliance of any order or notice, and to sustain or modify an order of the Notice Of Violations authorized in Subsection 10-2F-4.F of this Housing Code. The Housing Advisory and Appeals Board may also make recommendations to the City Council for changes to the Housing Code and adopt reasonable policies.
- C. **Board Membership and Terms of Office:**
1. **Membership:** The Housing Advisory and Appeals Board shall be comprised of seven (7) persons who shall be appointed by the Mayor with approval of the City Council. Additionally, the Housing Official shall serve as a non-voting ex officio member of the Board.
 2. **Terms:** Members of the Board shall be appointed for terms of five (5) years each, from the first day of April following their appointment, except for appointments to fill vacancies which shall be for the unexpired term of any member. The Mayor for cause may remove any member from office.
 3. **Term Expiration:** Upon completion of their term of office, members shall continue to serve in their full capacity until a successor has been duly appointed.
 4. **Vacancies:** Vacancies on the Board caused by death, resignation, or other reason shall be promptly filled by appointment of the Mayor and approval of the City Council for the unexpired term of office.
 5. **Officers:** The Board shall elect a chairman and vice-chairman from among its members. Such chairman, or in his/her absence, the vice chairman, may administer oaths and compel the attendance of witnesses.
 6. **Quorum:** The presence of four (4) members shall constitute a quorum, and a majority of those present shall be required to take action on any agenda items.

D. Meetings:

1. **Meeting Schedule:** The Housing Advisory and Appeals Board shall meet at such intervals necessary in order to fulfill its described purposes. The Housing Advisory and Appeals Board shall address appeals within fifteen (15) business days of the date upon which the Housing Official receives the completed appeal application including the appeal fee.
2. **Attendance:** If any member does not attend two-thirds (2/3) of all regularly scheduled meetings within every twelve-month period, the Board may recommend to the City Council that said member be replaced.
3. **Administrative Duties:** The Housing Official shall serve as secretary to the Board and shall distribute all decision and findings in writing to the landlord and the occupant.

E. **Rules and Regulations:** The Housing Advisory and Appeals Board may adopt rules and regulations to govern its organizational procedures as it may deem necessary and which are not in conflict with the Housing Code or other laws.

F. Appeal Application:

1. **Application:** Any person aggrieved by a Notice of Violations or a denied rental dwelling permit or of any applicable rule or regulation issued pursuant to the Housing Code, may apply to the Housing Advisory and Appeals Board for reconsideration of such notice and order provided that such appeal application is made within ten (10) business days of the date the notice was received. Only those matters or issues specifically raised in the appeal application shall be considered in the hearing of the appeal.
2. **Appeal Filing Fee:** At the time of filing such an application for an appeal, the appellant shall pay a filing fee in an amount established by Section 10-2F-10 of this Housing Code.
3. **Application Deadline:** The right to an administrative hearing and further adjudication shall be waived for the notice, order, and any portion thereof if an appeal has not been properly filed within ten (10) business days after receipt of either the Notice of Violation or the written notice of a denied rental permit.

G. **Appeal Process:**

1. **Notice of Hearing:** Upon receipt of a complete appeal application and filing fee, the Housing Official shall establish a date for the hearing to be held within fifteen (15) business days of the date upon which the completed application was received and shall send a notice of the hearing to the appellant, as well as, the respective landlord and occupant.
2. **Staying of Order Under Appeal:** Enforcement of any notice and order of the Housing Official shall be placed on hold until a determination is made by the Housing Advisory and Appeals Board except for emergency orders to vacate made according to Subsection 10-2F-4.H of this Housing Code.

3. **Hearing Appeals:**

- a. **Extension of Time:** The Board may grant an extension of time for compliance of any notice and order for not more than twelve (12) months subject to appropriate conditions and provided that the Board makes specific findings of fact based upon evidence relating to the following:

- (1) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice and order; and,
- (2) That such an extension is in harmony with the general purpose and intent of the Housing Code in securing the public health, safety and general welfare; and,
- (3) That the violation(s) in question do not constitute an imminent threat to public health, safety, and welfare.

- b. **Variance:** The Board may grant a variance in a specific case and from a specific provision of the Housing Code subject to appropriate conditions and provided the Board makes specific findings of fact based upon evidence related to the following:

- (1) That there are practical difficulties or unnecessary hardships in carrying out the strict letter of any notice and order; and,
- (2) That the effect of the application of the provisions

would be arbitrary in the specific case; and,

- (3) That an extension would not constitute an appropriate remedy for these practical difficulties or unnecessary hardships; and,
 - (4) That such variance is in harmony with the general purpose and intent of the Housing Code in securing the public health, safety and general welfare and does not constitute an imminent danger to the public; or,
 - (5) **Historic Buildings:** That the repairs and alterations necessary for the preservation, restoration, or continued use of a building or structure may be made without conformance to all of the requirements of the Housing Code, when authorized by the Housing Advisory and Appeals Board provided:
 - (i) The building or structure has received official designation as having special historical or architectural significance by a governmental agency or body or the appellant is actively pursuing provisions for the same; and,
 - (ii) The health, safety or welfare of occupant(s) is not significantly compromised.
- c. **Administrative Review:** The Board may hear and decide appeals where it is alleged that the Housing Official has made an error in an order, requirement, decision, or determination in the enforcement of the Housing Code.

10-2F-10

FEES AND FINES

A. A Consolidated Fee and Fine Schedule shall be established within this Section, 10-2F-10.

B. Fees or fines shall be charged for the following activities:

1. **Annual Landlord's License Fee - \$20.** Annual licensure for landlords is described in 10-2F-3.A.1.

2. **Inspection Fee.** Inspections are described in Section 10-2F-4.

a. Single-family	\$60
b. Rooming House	\$60
c. Duplex	\$70
d. Multiple Dwellings	
(1) Per building/apartment complex	\$80
(2) Additional per unit	\$17

3. **Reinspection Fee and Complaint Inspection Fee.** Reinspection and complaint inspection fees are described in Section 10-2F-3.D.

a. First	\$ 0
b. Second	\$20
c. Third	\$30
d. Fourth	\$40
e. Fifth or additional	\$50

4. **"No Show" Fee - \$30.** "No show" issues are described in Section 10-2F-4.D.3.

5. **Rental Dwelling Transfer Late Fee - \$20.** Rental unit transfer fees are required when a transfer of ownership has not been reported within thirty (30) days as described in Section 10-2F-3.C.1.d.

6. **No Landlord's License - \$100.** The penalties for not obtaining a rental license are described in Section 10-2F-3.C.3.

7. **No Rental Dwelling Permit - \$500.** The penalties for not obtaining a rental dwelling permit are described in Section 10-2F-3.C.3.

8. **Appeal Fee - \$25.** The appeal application and appeal deadline are described in Section 10-2F-9.F.

C. Fee and Fine Deadlines:

1. Annual landlord licensure fees shall be due prior to receiving a rental dwelling permit or prior to February 15th for annual license renewal.
2. Reinspection and complaint inspection fees shall be due thirty (30) days after the respective reinspection or complaint inspection.
3. Rental dwelling transfer late fees shall be due thirty (30) days after the Housing Official sends a notice to the landlord requesting that transfer information be submitted.
4. "No show" fines shall be due thirty (30) days after the scheduled appointment.
5. "No Landlord's License" and "No Rental Dwelling Permit" fines shall be due thirty (30) days after written notification is mailed or personally delivered by the Housing Official.
6. Appeal fees shall be due at the time the respective appeal application is filed.