

ORDINANCE NO. 219

AN ORDINANCE ESTABLISHING MINIMUM STANDARDS GOVERNING THE CONDITION AND MAINTENANCE OF RENTAL DWELLINGS, FIXING CERTAIN RESPONSIBILITIES OF OWNERS AND OCCUPANTS OF SUCH DWELLINGS; AND AUTHORIZING THE INSPECTION OF RENTAL DWELLINGS; AND AUTHORIZING THE VACATION OF RENTAL DWELLINGS WHICH ARE FOUND TO BE UNFIT FOR HUMAN HABITATION;

THE VILLAGE OF OTISVILLE ORDAINS THAT:

1. APPLICABILITY OF REGULATIONS:

This ordinance shall apply to all persons, firms, partnerships, and corporations owning, occupying, or having control or management of any premises used for Rental Dwelling purposes within the Village.

2. DEFINITIONS:

For the purpose of this Ordinance, certain terms are defined as follows:

Approved: Accepted by the Code Official or his authorized representative as a result of their inspections.

Code Official: The person designated by the Village Council as the Code Official for the Village.

Dwelling: Any building which is wholly or partly used or intended to be used for living or sleeping by human Occupants.

Dwelling Units: Any room or group of rooms located within a Dwelling and forming as single habitable units with facilities which are intended to be used for living, sleeping, cooking, and eating.

Garbage: The animal and vegetable waste resulting from the handling, preparation, cooking, and consumption of food. Garbage shall also include other trash or cast off material.

Human Habitation: The use of any room, rooming unit, Dwelling, Dwelling Unit, building or premises for living, sleeping, cooking, or eating purposes by one or more families or persons.

Occupant: Any person living in, or having actual possession of, a Dwelling Unit.

Owner: Any person who owns a building in which Dwelling Units are let.

Qualified Dwelling Unit: Any Dwelling Unit which is not designated on the village tax roll as being a homestead and is not Owner-occupied.

Rental: A Qualified Dwelling Unit that is offered for possession or occupancy to a person for compensation pursuant to a written or unwritten agreement. Rental shall not include campgrounds, transitional housing operated by a non-profit entity, nursing homes and adult foster care homes possessing a state license, hospitals, or housing provided by a substance-abuse rehabilitation clinic, mental-health facility, or other health-care related clinic.

3. INSPECTION OF PREMISES:

- A. The Code Official is hereby authorized and directed to make inspections to determine the condition of Rental Dwellings and Rental Dwelling Units within the Village in order that the safeguarding of the health and safety of the Occupants of the Dwelling and of the general public may be accomplished. Such inspections are based on a legislative reaffirmation by the Village that the most effective way to obtain compliance with the minimum requirements of this chapter is through routine periodic inspections of all premises regulated by this chapter, including hotels, motels, bed-and-breakfast inns, residential cooperatives, residential collectives, rooming houses, and all Rental housing as mandated by Michigan law, and as expressly endorsed by the United States Supreme Court.
- B. Inspections shall be conducted as required by Section 11 of this ordinance.
- C. Any Qualified Rental Dwelling Unit shall be inspected, except that no Rental Dwelling Unit shall be required to be inspected when it is occupied by a son, daughter, brother, sister or parent of the deed holder or the Owner of record as listed on the Village tax roll.

4. SERVICE OF NOTICES AND ORDERS:

- A. **NOTICES AND ORDERS:** Whenever the Code Official determines that there are reasonable grounds to believe that there has been a violation of any provisions of this ordinance, he shall give notice of such alleged violation and orders for correction of violation to the persons responsible. Such notice shall be in writing and shall:
 1. Include a statement of the conditions that constitute violations and what must be done to correct the same;

2. Specify a time limit for the performance of any act required; and
3. Be served upon the Owner. Such notice shall be deemed to be properly served if a copy thereof is served personally; or in the event that such personal service cannot be effected, then notice shall be given by a copy sent by regular mail to the last known address; on in the event that neither personal nor service by mail can be effected, then notice shall be given by posting a copy thereof in a conspicuous place in or about the Dwelling affected by the notice.

B. **EMERGENCY CLAUSE.** Whenever the Code Official finds that an emergency exists which requires immediate action to protect the public health and safety, he shall issue an order reciting the existence of such an emergency and requiring that such action be taken as he deems necessary to meet the emergency. Notwithstanding the other provisions of this ordinance, such order shall be effective immediately. Any person to whom such an order is directed shall comply therewith immediately.

5. STANDARDS FOR BASIC EQUIPMENT AND FACILITIES:

No person shall let to another for occupancy any Dwelling or Dwelling Unit, for the purpose of living, sleeping, cooking, or eating therein, which does not comply with the following requirements:

- A. **KITCHEN SINK.** Every Dwelling Unit shall contain a kitchen sink in good working condition and properly connected to a water and sewage system.
- B. **WATER CLOSET, LAVATORY AND BATH**
 1. Every Dwelling Unit shall contain a room which affords privacy to a person within said room and which is equipped with a flush water closet, a lavatory basin, and a bathtub or shower in good working condition and properly connected to a water and sewage system.
 2. Said room shall be so located as to afford privacy of access and shall not require passage through a bedroom.
- C. **SMOKE DETECTORS.** Every Rental unit shall be supplied with smoke detectors and at least one CO (Carbon monoxide) monitor by the Owners - one detector to be installed on each floor and/or one installed in each Rental unit. The renter shall be responsible for upkeep and repair of battery-operated models and the Owner shall be responsible for upkeep and repair of electrically powered models.
- D. **WATER CONNECTIONS.** Every kitchen sink, lavatory basin, and bathtub or shower

required under the provisions of this section shall be connected with both hot and cold water lines. The hot water shall have a minimum temperature of one hundred forty (140) degrees Fahrenheit.

- E. RUBBISH AND GARBAGE STORAGE CONTAINERS. Every Dwelling Unit shall have adequate rubbish storage containers that are covered whose type and location are approved by the Code Official. Any Dwelling or structure that generates an average equivalent of eight (8) thirty (30) gallon or fifty (50) pound bags or more of solid waste, each week, shall contract for a commercial dumpster waste removal service as per the Village Garbage Ordinance.
- F. MEANS OF EGRESS. Every building containing Dwelling Units shall have two remote means of egress.

6. STANDARDS FOR LIGHT, VENTILATION, AND HEATING:

No person shall occupy as Owner-Occupant or let to another for occupancy any Rental Dwelling or Rental Dwelling Unit, for the purpose of living therein, which does not comply with the following requirements:

- A. HEATING FACILITIES. Every Rental Dwelling shall have heating facilities which are properly installed, are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closets compartments in every Dwelling Unit located therein, to a temperature of at least 70 degrees Fahrenheit, at a distance of three feet above floor level.
- B. ELECTRICAL OUTLETS. Every room shall contain at least two separate electrical convenience outlets or one such convenience outlet and one lighting fixture. Additional convenience outlets shall be provided in sufficient number to adequately service the electrical devices and/or appliances located therein, without the use of unapproved wiring methods. Cords to appliances and devices shall not be run thorough doorways, under rugs, or stapled to wood baseboards, door casings, or through holes in partitions or floors.
- C. LIGHTING PUBLIC HALLS AND STAIRWAYS. Every public hall and stairway in every Dwelling containing two or more Dwelling Units shall be adequately lighted at all times.

7. GENERAL REQUIREMENTS FOR MAINTENANCE:

No person shall let to another for occupancy any Rental Dwelling or Rental Dwelling Unit, for the purpose of living therein, which does not comply with the following requirements:

- A. FOUNDATION, FLOOR, WALL, CEILING, AND ROOF. Every exterior foundation, wall, and roof shall be weather tight and rodent-proof, shall be capable of affording

privacy, and shall be kept in good repair. All foundations, floors, walls, ceiling, and roofs shall be kept in good repair.

B. EXTERIOR OPENINGS.

1. Every window, exterior door, and basement hatchway shall be kept weather tight, watertight, and rodent-proof, and shall be kept in sound working condition and good repair.
2. Any doors, windows, or other openings which may be used for ventilation shall be insect proofed by screening.

C. STAIRS, PORCHES. Every inside and outside stair, every porch, and every appurtenance thereto shall be so constructed as to be safe to use and capable of supporting the load that normal use may cause to be placed thereon, and shall be kept in sound condition and good repair, and have a handrail when the number of steps exceed two.

D. PLUMBING FIXTURES. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks, and obstructions.

E. FLOOR SURFACES. Every water closet compartment, bathroom, and kitchen floor surface shall be constructed and maintained so as to be water resistant and so as to permit such floor to be easily kept in a clean and sanitary condition.

F. SUPPLIED FACILITIES. Every supplied facility, piece of equipment, or utility which is required under this ordinance shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition.

G. FACILITIES NOT TO BE SHUT OFF. No Owner or Occupant shall cause any service, facility, equipment, or utility which is required under this ordinance to be removed from or shut off from or discontinued for any occupied Dwelling let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the Code Official.

8. MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS:

No person shall occupy or let to another for occupancy any Rental Dwelling or Rental Dwelling Unit, for the purpose of living therein, which does not comply with the following requirements:

A. LIVING SPACE. Every Dwelling Unit shall contain at least 150 square feet of floor space for the first Occupant thereof and at least 100 additional square feet of floor

space for every additional Occupant thereof; the floor space to be calculated on the basis of total habitable room area. In no case shall any private Dwelling be occupied which does not contain at least 480 square feet of habitable room area.

B. SLEEPING SPACE.

1. In every Dwelling Unit of two (2) or more rooms, every room occupied for sleeping purposes by one 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 fifty (50) square feet of floor space for each Occupant thereof.
2. Every room occupied for sleeping purposes shall be so located as to afford privacy of access and shall not require passage through another bedroom or bathroom.

C. CEILING HEIGHT. At least one-half of the floor area of every habitable room shall have a ceiling height of at least seven feet; and the floor area of that part of any room where the ceiling height is less than five feet shall not be considered as part of the floor area in computing the total floor area of the room for the purpose of determining the maximum permissible occupancy thereof.

D. BASEMENT. No basement space shall be used as a habitable room or Dwelling Unit unless it meets the International Building Code, or other applicable State regulations.

9. RESPONSIBILITIES OF OWNERS AND OCCUPANTS:

- A. PUBLIC AREAS.** Every Owner of a Dwelling containing two or more Dwelling Units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the Dwelling and premises thereof. In the case of single-family Dwelling, it shall be the responsibility of the Occupants.
- B. DWELLING UNIT.** Every Occupant of a Dwelling or Dwelling Unit shall keep in a clean and sanitary condition that part of the Dwelling, Dwelling Unit, and premises thereof which he occupies and controls.
- C. GARBAGE.** Every Occupant of a Dwelling or Dwelling Unit shall dispose of all his Garbage in a clean and sanitary manner, by placing it in an approved Garbage disposal container as required by Section 5 (E). It shall be the responsibility of the Owner to supply a commercial dumpster for all Dwelling Units in a Dwelling when the Dwelling generates an amount of Garbage or waste in excess of that allowed in the Village Garbage Ordinance as stated in Section 5 (E). In all other cases it shall be the responsibility of the Occupants to furnish such containers.
- D. EXTERMINATION OF PESTS.** The presence of insects, rodents, or other pest within a

Dwelling or on the premises is a violation of this ordinance. Every Occupant of a Dwelling containing a single Dwelling Unit shall be responsible for the extermination of any insects, rodents, or other pests therein. Whenever infestation exists in the shared or public parts of any Dwelling containing two or more Dwelling Units, extermination thereof shall be the responsibility of the Owner.

E. PLUMBING FIXTURES. Every Occupant of a Dwelling Unit shall keep all plumbing fixtures therein in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.

10. DWELLINGS UNFIT FOR HUMAN HABITATION:

The designation of Dwelling or Dwelling Units as unfit for Human Habitation, the declaration of the same to be a public nuisance and provisions for their vacation or repair shall be carried out in compliance with the following requirements:

A. UNFIT FOR HUMAN HABITATION DEFINED. Dwelling or Dwelling Units which have any of the following defects, shall be deemed "Unfit for Human Habitation".

1. Those which have been damaged by fire, wind, or other causes so as to have become dangerous to life, safety, or general health and welfare of the Occupants or the public.
2. Those which have become or are so dilapidated, decayed, unsafe, unsanitary, or which fail to provide amenities essential to decent living or are likely to cause disease or injury.
3. Those having light, air, or sanitary facilities which are inadequate to protect the health, safety, or general welfare of human beings who may live therein.
4. Those having inadequate means of egress.
5. Those in which the Owner or Occupant fails to comply with orders of the Code Official, based on the provisions of this ordinance.

B. ORDER TO VACATE OR REPAIR. Any Dwelling or Dwelling Unit may be condemned as unfit for Human Habitation if, in the opinion of the Code Official, the Dwelling or Dwelling Unit fails to meet the requirements of this ordinance. Whenever the Code Official determines a Dwelling or Dwelling Unit as unfit for Human Habitation, he shall give notice to the Owner that the Dwelling or Dwelling Unit shall be condemned and of his intent to placard the same as unfit for Human Habitation. Such notice shall be in writing and shall:

1. Identify the location of the Dwelling or Dwelling Unit;

2. Include a description of the repairs and improvements required to bring the condemned Dwelling or Dwelling Unit into compliance with the provisions of this ordinance;
3. Set a reasonable time limit for making the repairs and improvements;
4. Be served upon the Owner in accordance with this Ordinance.

C. PLACARDING OF CONDEMNED DWELLINGS. If the Owner fails to make the repairs and improvements required within the specified time limit, the Code Official shall post, in a conspicuous place, a placard or placards bearing the following work: "Condemned as Unfit for Human Habitation".

D. VACATING OF CONDEMNED DWELLINGS. Any Dwelling or Dwelling Unit which has been condemned and placarded as unfit for Human Habitation by the code official shall be vacated within a reasonable time, as required by the Code Official. No Owner shall let to any person for Human Habitation and no person shall occupy any Dwelling or Dwelling Unit which has been condemned and placarded by the Code Official after the date on which the Code Official has required the Dwelling or Dwelling Unit to be vacated.

E. REMOVAL OF VACATING ORDER AND PLACARD. No Dwelling or Dwelling Unit 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 Code Official. The Code Official shall remove such placard whenever the defect or defects, upon which the condemnation and placarding action were based, have been eliminated.

F. UNLAWFUL REMOVAL OF PLACARD. No person shall deface or remove the placard from any Dwelling or Dwelling Unit which has been condemned as unfit for Human Habitation.

11. RENTAL DWELLING REGISTRATION AND INSPECTION:

A. REGISTRATION OF RENTAL DWELLINGS.

1. Every Owner of a Rental Dwelling Unit must file with the Code Official the name and address of the Owner and the name and address of the person in charge of such Dwelling Unit, for the purpose of receiving service of process, together with a description of the property containing the Rental Dwelling Unit by street number or otherwise. Re-registration shall be required upon any change of Ownership.
2. No Owner shall let or rent to any person a vacant Dwelling Unit unless it has been inspected and granted a current Certificate of Compliance.
3. It shall be unlawful for any person to occupy any Rental Dwelling Unit unless a

Certificate of Compliance has been issued with respect to said Dwelling Unit. In the event the Code Official revokes the Certificate of Compliance with respect to any Dwelling Unit, it shall be the responsibility of the Occupant thereof to vacate such Dwelling Unit within the time prescribed by the Code Official.

B. INSPECTION OF RENTAL REAL ESTATE.

1. The Code Official, or any inspectors working under the Code Official's authority, may request permission to enter all premises regulated by this chapter, at reasonable hours, to undertake an inspection. Upon an emergency, as defined under rules promulgated by the Village, the inspector or team of inspectors shall have the right to enter at any time. The Code Official or any other inspector is also empowered to make an inspection of any portion of any premises regulated by this chapter when there is probable cause to suspect that there is a violation of this chapter at the premises in question. Such inspections may be accomplished by a search warrant as provided for by this chapter and state law, by access voluntarily provided by the Owner or responsible local agent to unoccupied units and common areas, or by access voluntarily provided by a resident of a Dwelling Unit occupied by that resident.
2. Upon the request of the tenant or Owner of a Dwelling or Dwelling Unit and payment of the inspection fee by the person requesting the inspection, the Code Official shall perform an inspection within forty-eight (48) hours of the time agreed upon by the Code Official and the applicant to inspect such Dwelling or Dwelling Unit. If such an inspection established that the Dwelling or Dwelling Unit complies with this ordinance, the Inspector shall issue Certificate of Compliance for said Dwelling Unit, indicating the maximum number of Occupants who may lawfully occupy each unit.
3. An inspection may also be authorized on one or more of the following bases:
 - a. An area basis, such that all the regulated premises in a predetermined geographical area will be inspected simultaneously or within a short period of time.
 - b. A complaint basis, such that complaints of violations will be inspected within a reasonable time.
 - c. A recurrent violation basis, such that those premises which are found to have a high incidence of recurrent or uncorrected violations will be inspected more frequently.
4. An Owner whose Certificate of Compliance is about to expire shall contact the Village to schedule and inspection in a timely manner, such that the Certificate of Compliance may be reissued prior to the expiration of the then-current Certificate of Compliance.

5. Once a date for an inspection is scheduled, the Owner and/or responsible local agent shall do all of the following prior to the date of the scheduled inspection:
 - a. Inform the tenant or Occupant of each Dwelling Unit scheduled for possible inspection of the date when the inspection is scheduled to occur.
 - b. Request permission from the tenant or Occupant of each Dwelling Unit scheduled for possible inspection to enter the Rental unit in the event that the tenant or Occupant is not at home when the inspector arrives. If such permission is given, whether orally or in writing, the Owner shall provide access to the Dwelling Unit in question for purposes of conducting the inspection required by this chapter.
 - c. If a tenant who has consented to the inspection informs the Owner or responsible local agent that he or she would like to be present during the inspection, but that the time scheduled for the inspection is not convenient, the Owner or responsible local agent shall inform the Village of the tenant's desire to be present when the inspection occurs. The Village shall make a reasonable effort to comply with the tenant's request. If the Village, Owner, and tenant cannot schedule a mutually convenient time for the inspection, the Village shall have the discretion to seek a search warrant to inspect that Dwelling Unit pursuant to authority granted by this chapter and state law.
6. The Village shall have the authority under this chapter to obtain a search warrant from a court of competent jurisdiction to perform any inspection authorized by this chapter or by state law. Such a search warrant is considered an administrative search warrant and shall permit an inspection to go forward only for purposes authorized by this chapter and state law. The Village may also request an administrative search warrant when the premises in question have not been inspected within the time period prescribed by ordinance, by administrative policy, or by rule, or when the premises have not previously been certified or no longer have a current Certificate of Compliance.
7. The Occupant shall have the exclusive right to demand a search warrant for an inspection of any Dwelling Unit. Neither the Village nor the Owner shall discriminate against an Occupant on the basis of whether the Occupant requests, permits, or refuses entry to the leasehold.

C. REINSPECTION. If an inspected Dwelling or Dwelling Unit does not comply with this ordinance, the Code Official shall notify the applicant as provided in this ordinance, and shall re-inspect the Dwelling or Dwelling Unit for compliance within a reasonable time considering the circumstances.

D. PERIOD OF INSPECTION. The Code Official shall inspect on a periodic basis all Dwelling Units of residential Rental property in the Village. In no event shall the period between inspections be longer than three (3) years.

- E. CERTIFICATE OF COMPLIANCE. One copy of the Certificate of Compliance shall be handed to or be mailed to the applicant and a second copy for the information of the tenant shall be posted by the Code Official on the inside of the main entrance door of the Dwelling or Dwelling Unit so certified and shall not be removed by or at the discretion of anyone other than the tenant or Owner.
- F. FEES. The Village may establish and charge a reasonable fee for inspections conducted under this chapter. All such fees shall be approved by a resolution adopted by the Village.

12. RIGHT OF APPEAL

Any Owner of a Rental property who feels that they have been treated unfairly by an inspector, or that an inspection of their property exceeded the intent of this ordinance, may file an appeal with the Village. If such an appeal is made, the following procedures shall be implemented:

STEP ONE: The property Owner may request a conference with the Village Manager within fourteen (14) days following the complained-of action and attempt to settle the difference on an informal basis. It shall be the property Owner's responsibility to ensure that the Manager is aware of the nature and the seriousness of the problem. Every effort shall be made to satisfactorily settle the complaint in this manner.

STEP TWO: If the problem is not satisfactorily resolved at Step One, the property Owner may submit a written complaint containing all pertinent facts to the Village Manager within seven (7) days after the Step One conference. The Village Manager shall provide a written answer to the complaint within ten (10) days.

STEP THREE: If the problem is not satisfactorily resolved at Step Two, the property Owner may submit a written complaint to the Building Code & License Committee of the Village Council within seven (7) days after receiving the written answer from the Village Manager. In the event that the Building Code & License Committee does not meet within fourteen (14) days to address the written request, or is unable to come to an agreement with the property Owner, the process moves to STEP FOUR.

STEP FOUR: the Building Code & License Committee does not meet within fourteen (14) days to address the written request, or meets but the matter is not satisfactorily resolved, the property Owner may present a complaint to the Village Council at the next regularly scheduled meeting or at a special meeting called for that purpose. The Council will issue a decision within fifteen (15) days. The decision of the Village Council will be the final and official ruling of the Village.

For purposes of this section, "days" includes only those days that the Village offices are open to the general public and does not include the date of the act or event after which the designated period of time begins to run. Documents that are mailed to the Village shall be deemed submitted/provided on the date of mailing.

13. PENALTY FOR VIOLATIONS:

Any person or persons violating any provision of this Ordinance shall be guilty of a misdemeanor punishable by a fine of up to \$100.00 or imprisonment for up to ninety (90) days, or both. Each violation of this Ordinance shall be deemed a separate violation for the purpose of this section.

14. SEVERABILITY:

If any paragraph, sentence, clause or phrase of this Ordinance shall be held invalid, the same shall not effect any other part of this Ordinance.

15. Repeal:

Upon the adoption of this ordinance, all other sign ordinances legally adopted by the Village of Otisville are hereby repealed Ordinance No. 173

16. DATE OF EFFECT:

This Ordinance shall take effect Ten (10) days after the publication set forth below.

17. PUBLICATION:

This Ordinance was approved by a vote of the Village Council, a quorum being present on the 4th day of May, 2020 and ordered published in three public places in the Village of Otisville.

Jeff Lutze, Village President

Kathy Martini, Village Clerk