

DEARBORN MO HEALTHY HOMES INSPECTION PROGRAM

Ordinance: xxx



PURPOSE STATEMENT

The purpose of the Dearborn Healthy Home Inspection Program is to protect the public health, safety and welfare in residential rental property units through establishment of minimum health and safety standards. This Article establishes minimum standards for safe and sanitary maintenance of all rental properties. This Article provides for the registration and permitting for certain rental properties and provides for administration and enforcement.

It is the intent of the City to ensure Rental Property is safe and livable. It is not the intention of the City to intrude upon contractual relationships between Tenant(s) and Owner(s). The City does not intend to intervene as an advocate of either party, nor to act as an arbiter, nor to hear complaints by an Owner or Tenant that do not clearly relate to the provisions of this Article or other City ordinances.

This Article is not intended to superseded, replace, or obsolete the existing Dangerous Homes ordinances of Dearborn. If a conflict between the two occurs, the Dangerous Homes ordinance prevails with regard to the issues which that ordinance regulates.

This Article includes technical requirements pertaining to the safe livability of rental homes within Dearborn MO. In the event this Article is not adequate or sufficient to fulfill its purpose the Dearborn City Council may amend this Article to address the specific needs.

The provisions of this Article shall be in addition to existing laws and ordinances with which residential properties, Owners, and Tenants are required to comply.

Table of Contents

PURPOSE STATEMENT.....	2
DEFINITIONS.....	5
Chapter 1: Life Safety.....	8
A. Smoke Detectors and Carbon Monoxide Alarms.....	8
B. Egress by Doors and Walkways.....	9
C. Protective Railings and Walls.....	9
D. Gas Leak Inside Structure.....	10
E. Windows.....	10
F. Active Water Leak.....	11
Chapter 2: Sanitation Requirements.....	12
A. Kitchen Facilities.....	12
B. Washbasins, Toilets, Tubs, and Showers.....	12
C. Appliances.....	14
Chapter 3: Water/HVAC.....	15
A. Potable Water.....	15
B. Hot Water.....	15
C. Plumbing Connections.....	15
D. Sanitary Drainage System.....	16
E. Water Heaters.....	16
F. Heating Facilities Required.....	16
G. Ventilation.....	17
H. Electrical Safety.....	17
Chapter 4: Refuse.....	19
A. Refuse Storage.....	19
B. Maintenance of Areas Free from Refuse.....	19
Chapter 5: Pest Management.....	21
A. Property Maintained Free of Pests.....	21
Chapter 6: Structure Safety.....	23
A. Moisture.....	23
B. Housing Exterior.....	23
C. Weather-tight Elements.....	24
D. Locks.....	25
E. Structural Elements.....	25
F. Occupant's Responsibility Respecting Structural Safety.....	25
Chapter 7: Lead-Paint and Other Safety Hazards.....	26
A. Use of Lead Paint Prohibited.....	26
B. Interior Free of Chipping Paint.....	26
C. Lead Regulation Compliance.....	26
D. Lead Paint Removal.....	26
E. Mold.....	26
F. Radon.....	27
G. Hazardous Chemicals.....	27
Chapter 8: Rental Permit Requirements.....	28
A. Rental Permit Required.....	28
B. Conditions on Rental Permits.....	28
C. Duties of the Owner.....	28
D. Qualifications and Responsibilities of Applicant.....	29
E. Denial of Application for Permit; Notice.....	30
F. Fees.....	30

Chapter 9: Inspection and Enforcement..... 33

- A. Inspections Required..... 33
- B. Authority to Prescribe Additional Rules and Regulations..... 34
- C. Complaint by Tenants; Retaliation Prohibited..... 35
- D. Refusal; Notification of Right to Access; Final Access Request..... 36
- E. Non-Health-Hazard and Non-Life-Threatening Violations; Opportunity to Correct..... 37
- F. Health-Hazard Violations; Opportunity to Correct..... 37
- G. Emergency Situation Violations; Opportunity to Correct..... 38
- H. Failure to Abate Violation; Occupied Properties..... 38
- I. Refusal to Sign Acknowledgment..... 39
- J. Notice of Suspension; with Prior Warning..... 39
- K. Notice of Suspension; without Prior Warning..... 39
- L. Suspension; Term of Suspension; Reinstatement of Permit..... 40
- M. Vacation of Property..... 40
- N. Appeals; Permit Suspension..... 41
- O. Severability..... 42
- P. Violations Generally; Penalty; Failure to Obtain Permit or Renew..... 42
- Q. Authorities; Penalties..... 42
- R. Judicial Remedy..... 42
- S. Notices; How Served..... 43
- T. Rental Housing Advisory Board..... 43

DEFINITIONS

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section. Context is not used to alter the meanings of these definitions. Singular vs. plural or the past/present/future tense of a word do not change the fundamental definition of the word as defined below.

City or *The City* is The City of Dearborn MO.

City Council is the City Council of the city of Dearborn MO.

Common Area is a part of a Rental Property that is set aside for shared use by all Tenants of that Rental Property.

Compliance or *In Compliance* indicates a situation which is found to substantially fulfill the requirements of this Article.

Complaint is a request by a Tenant or Visitor, which has first-hand knowledge of a probable Violation, to the City of Dearborn or to the Director to perform an Inspection. The person who files the Complaint may remain anonymous.

Complainant is a person who files a Complaint.

Consumer Quantity is a quantity of a hazardous material which is normally purchased by an ordinary consumer for personal household use.

Direct Family Member means one's child, grandchild, mother, father, sibling, mother-in-law, father-in-law, grandparent, or the step equivalent of each of those.

Director means the Director of Health or his or her designee. The Director is an individual or organization appointed or hired by the City Council, or one or more members of the City Council appointed by the City Council. If the Director is a contractor to the city the contract requires competitive (re-)bidding every three years. The Director performs inspections of Rental Property, and is obligated to use this Article as the standard for the inspection.

Emergency Situation is an actual or suspected Violation which meets all of these requirements:

- 1) there is reasonable reason to believe the Violation exists, and
- 2) the situation would be a Health Hazard Violation, and
- 3) the Violation would present an imminent threat to the life or limb of a Tenant or Visitor.

Hazardous Area means areas of structures or buildings posing a degree of hazard greater than normal to the general occupancy of a building or structure, such as areas used for the storage or use of combustibles or flammables, toxic, noxious or corrosive materials, or heat-producing appliances.

Health Hazard Violation means a Violation which is more likely than other Violations to contribute to injury, illness, or environmental health hazards.

Inspection means a visual on-site survey conducted by the Director to verify a Rental Unit or Rental Property substantially meets the standards as set forth within this Article, and document those Violations which the Director observes and determines requires corrective action.

Inspection Report is a report written by the Director which documents the results of an Inspection. This written report is submitted to the City of Dearborn and to the Owner of the Rental Unit or Rental Property.

Non-health hazard Violation means a Violation that poses a lesser threat and does not negatively affects health, but if left unaddressed could become a Health Hazard Violation.

Occupy / Occupied means for a Tenant to use a Rental Unit.

Offer to Rent means to enter into a written or oral agreement with a prospective Tenant under which the prospective Tenant shall Occupy a Rental Unit.

Owner means any person who, acting alone or jointly or severally with others: 1) has legal title to any building or structure with or without accompanying actual possession thereof; or 2) has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure of part thereof; or 3) has possession or right to possession under a contract for deed. When a Rental Permit is issued it is issued to the Owner.

Permit Holder means a person who is responsible for the operation of the residential rental property, such as the Owner or a person designated by the Owner to act as an agent of the Owner. In this Article the word "Owner" is used, but in those situations where an agent of the Owner is involved in an interaction with the Director or other authorities it shall be as if the Owner themselves were involved. It is the agent's responsibility to sign for the Owner and convey information and requirements to the Owner (not the responsibility of the Director). There is no allowance of extra time for that communication.

Person means an individual, association, corporation, firm, partnership, other legal entity, government, governmental subdivision or agency.

Re-Inspection means an inspection conducted by the Director to ensure corrective action has been taken or is being taken by the Owner subsequent to a previous Inspection where a Violation(s) were found or a previous Re-Inspection where a Violation(s) was not found to be sufficiently Remediated.

Remediation or *Remediated* is the process or task of correcting a Violation such that it is eliminated or the situation is changed in such a way as to become In Compliance with this Article.

Rental Permit means a written certificate issued by the Director to the Owner authorizing the Owner to Offer to Rent a Rental Unit to prospective Tenant(s) pursuant to this Article. In this Article the terms "Rental Permit" and "Permit" are used interchangeably.

Rental Property means real property which is/are offered by the Owner for occupancy by Tenants, none of whom are Owners or Direct Family Members of Owners. A Rental Property has one or more Rental Units within it: This includes, but without limitation, apartment units, boarding houses, rooming houses, mobile homes, and single and multiple family dwellings. Duplexes in which one of the units is Owner-occupied and Rental Units within an Owner-occupied, single-family dwelling that is in compliance with the City's zoning codes shall not be considered Rental Units.

Rental Unit or Unit means one portion of a Rental Property for the exclusive use of one Tenant as a home, residence, or sleeping unit, as a place of business, or any grounds or other facilities or area promised to the Tenant. In the case of a single family dwelling or other structure wherein the building is occupied entirely by one Tenant, then the terms "Rental Unit" and "Rental Property" are interchangeable.

Suspend or *Suspended* or *Suspension* of a Rental Permit means the Owner may not rent the Rental Property the Rental Permit was issued for until the reason for Suspension is corrected and the Permit has been reinstated. Suspension may require the evacuation of a Rental Property, as determined by the Director.

Tenant means a person, not the Owner, occupying a Rental Unit. There may be many persons occupying one Rental Unit. In this Article "Tenant" means all persons jointly occupying one Rental Unit.

Violation indicates a situation which is found to substantially not fulfill the requirements or standards of this Article. The severity of a violation, as defined by this Article, determines whether it is a Health Hazard Violation or a Non-Health Hazard Violation. The word "Unsafe" may be used in this Article as a synonym for "Violation".

Visitor means a person, not the Owner and not the Tenant, which is present on or in the Rental Unit at the invitation of the Owner or Tenant, and is normally present on the property for only a short period of time.

Chapter 1: Life Safety

A. Smoke Detectors and Carbon Monoxide Alarms

1. The Owner is required to provide for every Rental Unit:
 - a) Smoke detectors and carbon monoxide alarms in every dwelling shall be maintained, operable, and within the manufacturer's defined lifetime for the device. The Director shall highlight Violations related to this subsection to bring attention to the issue.
 - b) Smoke detectors shall be installed in accordance with the manufacturer's installation instructions.
 - c) Carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with the manufacturer's installation instructions.
 - d) At least one (1) smoke detector is required in every Rental Unit.
 - e) At least one (1) carbon monoxide alarm is required in every Rental Unit which is served by an appliance that is capable of creating carbon monoxide, including those appliances exterior to the unit which could deliver CO into the unit, such as a furnace.
 - f) The location of the detector(s) shall be in such a location so to have a very good chance of waking up *all* sleeping Tenant(s). In a larger Rental Unit it is expected for the Owner to provide multiple detectors to ensure all Tenant(s) hear the alarm.
2. Violation of this subsection is a Non-Health Hazard Violation; nevertheless:
 - a) The Rental Unit must be brought into Compliance with this subsection within 72 hours of notification of the Violation.
 - b) Re-Inspection of the required repairs may be performed in person or by other means as the Director requires.
 - c) If Re-Inspection of the repairs cannot be performed within 72 hours due to no fault of the Owner the unit may remain occupied pending completion of the Re-Inspection.
 - d) If the Re-Inspection reveals the Rental Unit remains in Violation of the reported Violation(s) of this subsection, the unit must be evacuated.
 - e) When evacuation becomes necessary due to the standards of this subsection, the Rental Unit may not be occupied until Re-Inspection confirms the unit has been brought into Compliance with the reported Violation(s) of this subsection.

3. Carbon Monoxide (CO) readings higher than zero (0) in a Rental Unit is a Health Hazard Violation and must be Remediated prior to use of that particular Rental Property for the purpose of sleeping. Levels above 70 ppm is an Emergency Situation which requires the Rental Property to be evacuated immediately and a search made to ensure no other Tenants are in the building. The Rental Property may be re-occupied if the source of the CO is found and turned off, and made such that it cannot be turned back on until it is repaired or replaced, and the building is ventilated to remove the CO.

B. Egress by Doors and Walkways

1. Every dwelling unit, and rooming unit shall have as many means of exit as will allow for the safe passage of all Tenants. Minimum one door and one window operable per sleeping room.
2. The Owner shall maintain all means of egress at all times in a safe, operable condition and shall keep all exterior stairways, fire escapes, egress balconies and bridges free of snow and ice, provided, however, in those instances where a Rental Unit has an independent means of egress, not shared with other Tenants, and a written letter agreement so states, the Tenant is responsible for maintaining free of snow and ice, the means of egress under his or her exclusive use and control. The Tenant is responsible for notifying the Owner immediately when an egress no longer meets the requirements of this subsection.
3. No Tenant or Visitor shall obstruct any exit or passageway, and all Tenants shares with the Owner equal responsibility for maintaining free from obstruction every exit used or intended for use when shared in common by more than one Rental Unit. The Tenant shall be responsible for maintaining free from obstruction all means of exit leading from their Rental Unit and not common to the exit of any other unit.

C. Protective Railings and Walls

1. The Owner of a Rental Property shall provide:
 - a) A safe handrail for every stairway of more than three steps that is used or intended for use by the Tenant.
 - b) A wall or guardrail at least 36 inches in height on the open side(s) of all stairways equal to or greater than 30 inches in height from the stair tread to the ground.
 - c) A wall or guardrail at least 36 inches in height, enclosing every porch, balcony, mezzanine, landing, roof or similar place, which is 30 inches or more from the floor to the ground and that is intended for use by the Tenants.
 - d) Between all required guardrails and open handrails, balusters placed at intervals of no more than four inches, or any other ornamental pattern between the guardrail or handrail and floor or stair such that a sphere four inches in diameter cannot pass through the opening.

2. No Tenant shall use any portion of the Rental Unit which does not have handrails and/or guardrails pursuant to this subsection.

D. Gas Leak Inside Structure

All areas inside a Rental Property shall be free of natural gas or propane/butane gas leaks from pipes, appliances, water heaters, dryers, furnaces or any other source. Gas leaks must be reported to the Owner and must be corrected immediately. Significant gas leaks may require evacuation of the building to ensure safety of the occupants.

E. Windows

1. General Safety.

Windowpanes shall be properly maintained and shall be free of cracks and broken glass, unless repaired in such a manor as to eliminate weather intrusion and the risk of injury.

2. Egress by Windows

- a) At least one window which is capable of being opened without excessive force and which is of sufficient size for the purpose of egress must be provided in each room of a Rental Unit which has an exterior wall, with the possible exception of a closet, bathroom, or other space that would not typically be used for "living" in.
- b) Any room which may be expected to be used for sleeping must have at least one window compliant with the standards of this subsection.
- c) If a potential sleeping room cannot be fitted with a compliant window, then the Owner must close and lock that room or post a durable 8-1/2 x 11" sign on the wall in proximity to the door or on the outside of the door which states "By order of the City of Dearborn this room must not be used as a bedroom. Violation is subject to a fine to the Tenant for each day used as a bedroom. --per city ordinance **xxxxx**."

3. Locks.

All windows designed to open shall be fitted with locks that are in proper working order and permanently attached.

4. Proper Function.

All windows designated for the purpose of egress, as described in this subsection, shall be maintained in proper working order and shall not be painted or nailed shut.

F. Active Water Leak

There should be no active water leaks in the Rental Unit. No water should be dripping or running down walls, through smoke detectors, light fixtures, holes in the roof or ceiling. Water should not be pooling on floors, rising from drains or running under doors. Basements and floors should be free from standing water. Active roof leaks must be tarped or addressed with another temporary repair immediately. Water leaks that could cause fire, electric shock, or other hazard to the occupants and which constitute a Health Hazard may warrant closure of the affected Rental Unit(s).

DRAFT

Chapter 2: Sanitation Requirements

A. Kitchen Facilities

Every Rental Unit, and every rooming house where common cooking facilities are provided, shall contain suitable space to store, prepare and serve foods in a sanitary manner. The Owner shall provide within this space:

1. A kitchen sink of sufficient size and capacity for washing dishes and kitchen utensils, and does not leak.
2. A stove and oven in good repair except and to the extent the Tenant is required to do so under a written letting agreement; and
3. A refrigerator-freezer in good repair except and to the extent the Tenant is required to do so under a written letting agreement.

B. Washbasins, Toilets, Tubs, and Showers

1. The Owner shall provide, in operable condition, no less than the following for each Rental Unit:

- a) A toilet with a toilet seat in a room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room.
- b) A wash basin in the same room as the toilet, or if the wash basin cannot be placed in the same room as the toilet, it shall be placed in close proximity to the door leading directly into the room in which the toilet is located. The kitchen sink may not be substituted for the wash basin.
- c) A bathtub or shower in the same room as the toilet or in another room which is not used for living, sleeping, cooking or eating purposes and which affords privacy to a person within said room.
- d) Each room which contains a toilet, bathtub or shower shall be fitted with a door which is capable of being closed.

2. Materials.

The fixtures as required shall have smooth and impervious surfaces and be free from defects which make them difficult to keep clean or create an accident hazard.

3. Non-Absorbent Surfaces.

The Owner shall provide:

- a) On the floor surfaces of every room containing a toilet, shower or bathtub and every kitchen and pantry, a smooth, noncorrosive, nonabsorbent and water proof covering. This shall not prohibit the use of carpeting in kitchens and bathrooms, nor the use of wood in the kitchen, provided they meet the following qualifications:
 - i. Carpeting must contain a solid, nonabsorbent, water repellent backing which will prevent the passage of moisture through it to the floor below.
 - ii. Wood flooring must have a water-resistant finish and have no cracks to allow the accumulation of dirt and food, or the harborage of insects.
- b) On wall areas above built-in bathtubs having installed shower heads and in shower compartments up to height not less than six feet above the floor level, a smooth, noncorrosive, nonabsorbent waterproof covering. Such wall shall form a watertight joint with each other and with either the tub, shower basin, or shower floor.

4. Multi-Units.

For any one Rental Unit designed to accommodate more than eight (8) Tenants, the following shall be provided, one per each eight (8) persons or less, and which must comply with all of the above standards of this section:

- a) One toilet with a toilet seat
- b) One wash basin.
- c) One shower or bathtub.

In addition, the following is required:

- a) In a room with more than one toilet, each toilet shall be separated by walls or partitions which afford privacy.
- b) Toilet, bathtub and shower facilities as required shall be accessible from within the Rental Unit and shall be so placed as not to require passing through any part of another Rental Unit.

5. Shared Facilities.

The Owner of any dwelling in which any toilet, wash basin, shower or bathtub is to be shared by the occupants of more than one Rental Unit shall maintain that toilet, wash basin, shower, bathtub, walls and floors by the same standards as the proceeding standards of this section.

6. Chemical (temporary) and Privy (permanent) outside Toilets

- a) No chemical toilet shall be constructed or continued in use other than in emergency or temporary conditions; provided, that the Director may approve in writing the construction or continued use of any privy or chemical toilet which it determines will not:
 - i. Endanger the health of any person(s).
 - ii. Cause objectionable odors or other undue annoyance.
- b) In no event may a privy be located within 20 feet of any building used for sleeping or eating, or of any lot line or street.

C. Appliances**1. Condition Maintained.**

All provided appliances shall be properly installed, in clean condition, and in good working order at the time of inspection. The Owner shall be responsible for providing clean appliances at the time of rental, and the Tenant shall be responsible for keeping them clean.

2. Shutoff Valves.

Gas service lines entering the building shall have a shutoff valve outside of the building at the source (for propane bottles) or at the point of entrance into the building (for natural gas). Gas service lines for all provided appliances shall be equipped with a shutoff valve at each appliance.

3. Garbage Disposal.

All garbage disposal wiring shall be arranged and secured with “drip loops” in such a way that water leaking from the sink or plumbing does not run along the wire into the inside of the disposal unit or into the electrical outlet, junction box, or wall.

Chapter 3: Water/HVAC

A. Potable Water

1. The Owner shall provide, for the Tenant of every Rental Unit, a supply of potable water sufficient in quantity and pressure to meet the ordinary needs of the Tenant, connected with the public water supply system, or with any other source that the Director has determined does not endanger the health of any potential user.
2. No Rental Unit shall be occupied which does not have a functional potable water system which meets the requirements of all parts of this Chapter.

B. Hot Water

1. The Owner shall provide and maintain in good operating condition the facilities capable of heating water. The Owner shall also provide the hot water for use at a temperature of not less than 110°F (43°C) and in a quantity and pressure sufficient to satisfy the ordinary use of all plumbing fixtures and appliances which normally need hot water for their proper use and function.
2. The maximum temperature of the hot water at the wash basin or the tub or the shower:
 - a) When specified by the Tenant in writing, the hot water shall not exceed the temperature the Tenant has specified; or
 - b) When not specified by the Tenant in writing, the hot water shall not exceed 120°F (48.9°C).
3. Inspection of the hot water system shall include an examination of the hot water system and its actual performance.

C. Plumbing Connections

1. Every required kitchen sink, wash basin and shower or bathtub shall be connected to the hot and cold-water lines of the water distribution system and to a sanitary drainage system in accordance with accepted plumbing standards.
2. Every provided toilet shall be connected to the water distribution system and to a sanitary drainage system in accordance with accepted plumbing standards.

D. Sanitary Drainage System

1. The Owner shall provide, for each sink, shower, tub, toilet, etc., a sanitary drainage system connected to the public sewerage system, provided, that if, because of distance or ground conditions, connection to a public sewerage system is not practicable the Owner shall provide, and shall maintain in a sanitary condition, a means of sewage disposal.
2. No Rental Unit shall be occupied which does not have a functioning sanitary drainage system.

E. Water Heaters

1. Hot water heaters must meet the following requirements:
 - a) Water heaters shall be maintained in good repair and free of visible leaks.
 - b) Gas fueled water heaters are required to utilize approved black pipe or approved flexible stainless steel, aluminum, or brass gas lines.
 - c) Gas fueled water heaters are required to be properly attached to a fully operational exhaust system to the outside.
 - d) Electric water heaters are required to be connected to the electrical supply
 - i. by a branch circuit for the exclusive use of the water heater.
 - ii. by wiring which is properly sized for the requirements of the water heater.
 - iii. by wiring which provides a proper ground; the plumbing shall not serve as a ground.
 - e) A temperature and pressure relief valve shall be installed and shall be vented into a metal or heat-resistant plastic pipe which directs vented water to the floor, and shall terminate no more than 6 to 12" above the floor or in such a way as the Director finds to be suitable.
2. When a water heater is in Violation:
 - a) Water heaters which do not present an immediate Health Hazard may be allowed to continue to operate and must be repaired or replaced within seven (7) days.
 - b) Water heaters which may present an immediate Health Hazard but which is unlikely to do so may be allowed to continue to operate and must be repaired or replaced within 72 hrs.
 - c) Water heaters which present a clear immediate Health Hazard must be turned "OFF", the energy supply must be turned "OFF", and the heater must be repaired or replaced within 72 hours.

F. Heating Facilities Required

1. Adequate Facilities Provided.

The Owner shall provide and maintain in good operating condition the facilities for heating every habitable room and every room containing a toilet, shower or bathtub to a minimum temperature of 65°F (18°C).

2. Filters.

All furnace filters shall be of the correct size and maintained seated and sealed.

3. Prohibitions.

Portable space heaters, parlor heaters, cabinet heaters, room heaters and any similar heaters having a barometric fed fuel control and its fuel supply tank located less than 42 inches from the center of the burner as well as the type of heating appliance adapted for burning kerosene, range oil or number one fuel oil and any portable wick type space heaters shall not be used and are prohibited for use.

4. Venting.

All gas or wood fueled heating appliances (such as furnace, water heater, wall heating units, fireplaces, wood stoves, etc.) shall be properly vented and maintained in safe operable condition. Space heaters and water heaters, except electric fueled units, shall be properly vented to a chimney or vent leading to the outdoors. Exhaust systems shall be properly attached and sealed to prevent leaks. The exhaust system of a wood burning appliance shall be kept clean and free of creosote. Gas furnace closets shall have upper and lower combustion air vents.

G. Ventilation

The Owner shall provide for each habitable room ventilation consisting of one or both of:

1. Windows, skylights, doors or transoms in the exterior walls or roofs that can be easily opened for ventilation of that habitable room.
2. Where practical to install, a mechanical ventilation system which is equipped with a readily accessible means for either shut-off or volume reduction, and any other ventilation system shall be equipped with a readily accessible means for shut-off.

H. Electrical Safety**1. Maintained.**

All electrical switches, receptacles, and light fixtures shall be maintained in good repair and function as designed. Light switches and electrical outlets shall be outfitted with intact covers that are properly secured. Light fixtures must be properly installed per manufacturer's specifications and maintained secure. Fuse box covers must be installed when it is accessible by a Tenant.

2. Amperage.

The electrical service supplying each Rental Unit shall supply sufficient amperage to meet the reasonable needs of the Tenants. Should the amperage be determined to be inadequate the situation shall be modified such that it does meet the need, which may be addressed by reducing the likely demand or by increasing the supply.

3. Hazardous Conditions Prohibited.

- a) All wiring shall be maintained in good condition; frayed or exposed wiring is prohibited, except electrical wiring in exposed conduit in good repair is permitted. No telephone lines, cable lines, extension cords, or gas lines shall be installed in such a way that creates a tripping hazard.
- b) No temporary wiring shall be used or made available for use by any Owner or Tenant; provided that extension cords which connect portable electric appliances or fixtures to convenience outlets shall not be considered temporary wiring.
- c) No approved electric space heater shall be connected to the electrical supply by an extension cord; it shall be plugged directly into a wall outlet.

4. Kitchen Lighting and Outlets.

The Owner shall provide for each kitchen:

- a) at least one electric light fixture; and
- b) at least two wall-type convenience outlets located in convenient locations, all of which shall be protected by a GFCI device.

5. Bathroom Lighting and Outlets

- a) The Owner shall provide in each room containing a toilet, bathtub, or shower at least one electric light fixture.
- b) The Owner shall provide in each room containing a wash basin at least one wall-type convenience outlet, all of which shall be protected by a GFCI device.

Chapter 4: Refuse

A. Refuse Storage

1. Refuse shall be stored in receptacles with tight-fitting covers. Receptacles and covers shall be of metal or other durable, rodent-proof material. The Tenant of each Rental Unit shall be responsible for the proper placement of refuse at the point of collection.
2. The Owner of any Rental Property that contains three or more Rental Units shall provide as many receptacles for the storage of garbage and rubbish as are sufficient to contain the accumulation before final collection or ultimate disposal, and shall locate them so as to be convenient to the Tenant and such that no objectionable odors enter any dwelling.

B. Maintenance of Areas Free from Refuse

1. Property Maintained.

The Owner of any parcel of land which a Rental Property sits on shall be responsible for maintaining such parcel of land in a clean and sanitary condition and free from garbage, rubbish or other refuse. The Owner of such parcel of land shall correct any condition which affects the health, safety, or well-being of the occupants of any Rental Unit or of the public.

2. Rental Unit Sanitation.

- a) The Tenant of a Rental Unit shall be responsible for maintaining in a clean and sanitary condition and free of garbage, rubbish, or other filth within the inside portion of their Rental Unit.
- b) The Tenant of a Rental Unit which has stairs or stairways and landings leading to their Rental Unit, and sidewalks, decks, or patios, and other facilities for the exclusive use of that one Tenant, then that Tenant is responsible for maintaining in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness all of the facilities which are for that one Tenant's exclusive use.
- c) In a Rental Property which has common use facilities, such as stairs or stairways, landings, decks, and patios, and which are used by or available for use by the Tenants of more than one Rental Unit, then the Owner and the affected Tenants are equally responsible for maintaining in a clean and sanitary condition free of garbage, rubbish, other filth or causes of sickness those parts of the Rental Property which are used in common by the Tenants.

- d) The Owner of any Rental Property abutting a private passageway or right-of-way owned or used in common with other properties not owned by the Owner, or which the Owner or Tenants under his control have the right to use or are in fact using shall be equally responsible (Owner and Tenants) for maintaining in a clean and sanitary condition free of garbage, rubbish, or other filth that part of the passageway or right-of-way which is in common use with the abutting property.

DRAFT

Chapter 5: Pest Management

A. Property Maintained Free of Pests

1. Owner Responsibilities.

The Owner of a Rental Property shall maintain it and its premises free from pests including but not limited to; all rodents, nuisance wildlife, cockroaches and other insect infestations and shall be responsible for eliminating them. The owner shall repair holes, cracks, openings and other structural elements necessary to keep rodents and pests from entering the structure and maintain the building free from harborage, food, and water sources that support infestations.

2. Infestation Description.

a) Severe Infestation.

Pests are visible upon entry into the unit with no more change to the immediate environment than turning on a light.

b) Moderate Infestation.

Evidence of pests uncovered with only minor (i.e., opening a drawer, opening a cabinet, looking in a closet, etc.) manipulation of the environment. Live pests or a large count of droppings observed.

c) Light Infestation.

Evidence of pests uncovered with major (moving objects within a cabinet/drawer, looking behind major appliances, etc.) manipulation of the environment. Four or less live insects observed, pests observed in a monitor and/or a small count of droppings observed.

3. Elimination Methods.

a) Elimination shall be accomplished by eliminating the harborage places of insects and rodents, by removing or making inaccessible materials that may serve as their food, water or breeding ground, by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method by a licensed professional, in accordance with all federal, state, and local laws in a manner that effectively controls the pest with the lowest exposure to occupants. Integrated pest management techniques must be employed in the prevention and elimination of pests.

b) Building Tenants must be notified at least 48 hours prior to any routine commercial application of pesticides.

4. Documentation.

All infestations and their severity that is observed during routine inspections shall be documented for use by the Owner and Director as a baseline for evaluation of control progress.

5. Tenant Responsibility.

Elimination and prevention of pests often requires cooperation between the Owner and the Tenant. Tenant responsibilities include keeping the unit clean and trash/refuse contained while inside and promptly disposed of outside when full, reporting infestations, and supporting the efforts of the Owner to keep the unit pest free. Tenants must cooperate with pest control efforts and must adhere to the terms of their lease in terms of pest control.

Chapter 6: Structure Safety

A. Moisture

Every Rental Unit as well as all Common Area(s) shall be maintained free of visible moisture and leaks, wet moisture stains, and/or a noticeable damp, musty, or moldy odor. No room or area in a Rental Unit may be used for habitation if it is subject to chronic dampness or wetness which cannot be controlled, such as by dehumidifier, sump pump, etc. Humidity shall be controlled to prevent problems, such as mold, that is related to high moisture levels.

B. Housing Exterior

Each rental unit shall be maintained in such a manner as to ensure safe conditions.

1. Foundation.

The foundation shall be maintained in good repair. If a foundation will no longer reliably support the building structure then it is a Health-Hazard Violation and should be evacuated immediately. If water intrusion through the foundation has resulted in mold, rot, or other water damage which presents a moderate to serious and likely health hazard then the Rental Property or the affected Rental Unit(s) of the Rental Property are in an Unsafe condition and may be a Health-Hazard Violation.

2. Roof.

The roof shall have an intact water-resistant surface and show no evidence of damage which compromises its ability to resist or repel the intrusion of water. Roof and chimney flashing shall be functional and maintained in good repair. Water leaking through a roof may make a Rental Property or the affected Rental Unit(s) of the building to be in Violation depending on: the severity of the leaks; the impact to the Tenants; the ability to tarp or otherwise provide temporary control; and the time it is expected to take to accomplish a permanent repair. The severity of the Violation shall be determined by whether the leak is a Health-Hazard or a Non-Health-Hazard Violation.

3. Siding.

The exterior of the building shall be maintained in such a way as to resist intrusion of the elements such as wind and water, and pests such as insects and rodents. If damage to wood or other exterior components becomes so severe that it can no longer resist the intrusion of the elements or pests, then the home is in Violation. The severity of the Violation shall be determined by whether the intrusion of elements or pests is a Health-Hazard or a Non-Health-Hazard Violation.

C. Weather-tight Elements

1. Windows.

A window shall be considered weather-tight only if:

- a) All panes of glass are in place, unbroken and properly caulked or glazed; and
- b) The window opens and closes fully without excessive effort; and
- c) The cracks between the window frame and the exterior wall are sealed sufficiently to prevent the intrusion of weather and insects and rodents; and
- d) The gap between the window sash and the window frame is sufficiently tight or has sufficient weatherstripping to prevent the intrusion of weather and insects and rodents.

2. Doors.

An exterior door or a door leading from a dwelling unit to a common passageway shall be considered to be weathertight only if:

- a) all panes of glass are in place, unbroken and properly caulked or glazed; and
- b) the door opens and closes to a 90° angle without excessive effort; and
- c) exterior cracks between the prime door frame and the exterior wall are caulked; and
- d) the gap between the door and the frame is sufficiently tight or has sufficient weatherstripping to prevent the intrusion of weather, insects, and rodents.

3. Walls, Floors, Ceilings.

A wall, floor, ceiling or other structural element shall be considered weathertight only if all cracks and spaces not part of heating, ventilation, or air conditioning systems are caulked or filled in as to prevent infiltration of exterior air, moisture., insects, and rodents

4. Light in Passageways, Hallways, and Stairways.

- a) Light shall be provided 24 hours per day so that illumination alone or in conjunction with natural lighting shall be at least one-foot candle as measured at floor level, in every part of all interior passageways, hallways, foyers and stairways used or intended for use by the Tenants of more than one rental unit.
- b) The light(s) should be wired in such a way that a Tenant cannot turn the light off, or the switch controlling the light made in such a way that it is difficult for a Tenant to turn the light off.

D. Locks

1. The owner shall provide, install and maintain locks on doors and windows such that:
 - a) Every exterior door and window of a Rental Unit shall be capable of being secured against unlawful entry;
 - b) At least one exterior door of each Rental Unit shall be equipped with an operating lock which can be locked and unlocked by the Tenant as well as the Owner of that Unit, but not by other Tenants;
 - c) No exterior door shall be blocked, nailed, or painted shut in such a way that it cannot be opened from the inside.
 - d) No living space in a Rental Unit shall have a door or window that is permanently sealed shut unless some other alternate means of emergency exit is provided in that same room;
 - e) A Rental Property containing more than one Rental Unit and constructed with a common hallway shall be so designed or equipped so as to have a main entry door that will close automatically;
 - f) All locking devices shall be designed and installed in such a way as to avoid entrapment in the building.

E. Structural Elements

1. The structure of the unit, including but not limited to: the foundation, floors, walls, doors, windows, ceilings, roof, staircases, porches, chimneys, and other structural elements of the dwelling shall be maintained such that the dwelling excludes wind, rain and snow, and is rodent-proof, watertight and free from chronic dampness, weather tight, and in every way fit for the use intended.
2. Every structural element shall be kept free from holes, cracks, loose plaster, or other defect where such holes, cracks, loose plaster or defect renders the area difficult to keep clean or constitutes an accident hazard or an insect or rodent harborage.

F. Occupant's Responsibility Respecting Structural Safety

The Tenant shall exercise reasonable care in the use of the Rental Property so as to prevent damage to the structure and keep it safe for occupancy. The Tenant is encouraged to report areas of concern first to the Owner, and if the Owner does not address the area of concern the Tenant may report the same to the City Clerk or Director for followup.

Chapter 7: Lead-Paint and Other Safety Hazards

A. Use of Lead Paint Prohibited

No paint that contains lead shall be used in new painting of any surface of any Rental Unit or Rental Property, inside or outside.

B. Interior Free of Chipping Paint

Rental Units and areas common to more than one Rental Unit should be free from excessive chipping or peeling paint. In particular, no chipping or peeling paint shall be within reach of children under the age of 8.

C. Lead Regulation Compliance

Owners must maintain compliance with local, state and federal regulations regarding lead paint including but not limited to: the EPA Renovation, Repair and Painting Rule and Lead Paint Disclosure.

D. Lead Paint Removal

Deteriorated paint shall be removed using *approved* lead-safe work practices, unless documentation exists that the paint does not contain lead, or the property was built after 1978. Lead-contaminated paint dust on surfaces of the Rental Property, including dust due to improper paint removal techniques, may be a Health Hazard Violation, and the Director may determine this to be sufficient reason to Suspend a Rental Permit for a Rental Property and require evacuation until all hard surfaces have been cleaned and all soft surfaces (including carpeting) have been replaced.

E. Mold

1. The unit shall be free from suspect mold caused by water incursion including roof leaks, plumbing leaks, flooding, sewer back up and sources other than those associated with regular activities of daily living such as around kitchen sink edges, in tubs and toilets not associated with water leaks, in refrigerators etc.

2. Surfaces of porous or water permeable materials made of or containing organic materials, such as but not limited to wood, textiles, paint, cellulose insulation, and paper, including paper-faced gypsum board, that have visible signs of suspect mold or mildew shall be removed and replaced or remediated. The source of moisture causing the suspect mold must be repaired or addressed prior to addressing suspect mold.

3. **Exception.**

Porous materials that do not contain organic materials, such as clean unpainted bricks and concrete.

F. Radon

Radon levels should not exceed an average of four picocuries of radon per liter over a testing period of 3 to 7 days. Excessive radon levels require remediation to maintain levels at 4 picocuries/liter or less.

G. Hazardous Chemicals

1. Hazardous chemicals other than those purchased by or used by Tenants or those that are associated with regular repair and maintenance of the property and are in quantities only for regular use or repair, may not be stored in the Rental Property. This includes hazardous chemicals, solids, gasses, fertilizers, pesticides etc. that could cause undue exposure or risk to Tenants.
2. Hazardous chemicals, solids, gasses, fertilizers, pesticides etc. must be stored in accordance with manufacturers safety guidelines and away from the general living area of the tenants.
3. Hazardous materials may not be stored in proximity to each other in a Rental Property when DOT has designated that they shall not be stored together in transportation or storage, as defined in 49 CFR § 177.848 – Segregation of hazardous materials.
4. Tenants are prohibited from storing hazardous chemicals in excess of a Consumer Quantity.

Chapter 8: Rental Permit Requirements

A. Rental Permit Required

1. A person may not offer a Rental Unit to a prospective Tenant without a valid Rental Permit issued by the Director for the Rental Property of which the Rental Unit is a part. All Owners now or hereafter owning, operating or managing a Rental Property, shall obtain a Rental Permit for each Rental Property from the Director. The Director shall issue the Rental Permit only after the applicant has submitted the application in its entirety with required documentation.
2. Provisions of this Article do not apply to:
 - a) Housing units inspected yearly pursuant to the Uniform Physical Conditions Standards (UPCS) as established by the Department of Housing and Urban Development (HUD); nor to
 - b) Housing units managed by a nonprofit, charitable organization which are subject to an affordable housing land use restriction and routinely inspected by the Missouri Housing Development Commission;
3. Rental Permits and associated fees are non-transferable with any changes in ownership or management.

B. Conditions on Rental Permits

The Director is authorized and directed to endorse on the Rental Permit such conditions and requirements which in his or her best judgment and discretion are necessary for the protection of the health and safety of the Tenant(s) utilizing such property and which carry out the scope, purpose and intent of this Article. Such conditions and requirements shall conform as closely as possible to the rules and regulations set forth in this Article but shall not be so strictly construed as to operate hardship upon any applicant so long as good faith effort is being put forth in trying to comply with this Article.

C. Duties of the Owner

Upon receipt of a Rental Permit issued by the Director, in order to retain the Rental Permit, the Owner shall:

1. Comply with all provisions of this Article and the interpretation thereof by the Director, as such provisions may be amended from time to time, and also each and every condition and requirement endorsed upon such Rental Permit or any renewal thereof issued, as such conditions and requirements may be amended from time to time by the Dearborn City Council;

2. Immediately notify the City of Dearborn or the Director if a life-threatening violation may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, gross insanitary occurrence or condition, or other circumstance that may endanger health;
3. Allow the Director access to the Rental Property for inspections and in emergencies when a life-threatening violation may exist;
4. Comply with directives of the Director including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives issued by the Director in regard to the Owner's Rental Property, or in response to community emergencies;
5. Accept notices issued and served by the Director according to law;
6. Be subject to the regulatory, civil, injunctive, and criminal remedies authorized in law for failure to comply with this Article or a directive of the Director, including time frames for corrective actions specified in inspection reports, notices, orders, warnings, and other directives;
7. Submit annual Rental Permit renewal documentation with appropriate fee as required by Director; and
8. Within sixty days following the issuance of a new or renewal Rental Permit by the Director, and the commencement of a new occupancy, either:
 - a) furnish a full photocopy of the Rental Permit to each Tenant subject to the permit, or
 - b) for the full remaining term of the Rental Permit period post a full photocopy of the permit at the Rental Property in a conspicuous location reasonably calculated to come to the attention of each Tenant subject to the permit.
 - c) Photocopies of a Rental Permit are informative to Tenant(s) that such a permit exists, but they are not the legal copy. The Owner should keep the original Rental Permit on file in a safe location such as to allow it to be produced on demand.

D. Qualifications and Responsibilities of Applicant

To qualify for a Rental Permit, the applicant shall:

1. Be an owner of the Rental Property, or owner's agent who is responsible for the operation of the rental property;
2. Comply with the requirements of this Article;
3. Agree to allow representatives of the Director access to the Rental Property for the purpose of Inspections made pursuant to this Article; and

4. Pay the applicable permit fees at the time the application is submitted.

E. Denial of Application for Permit; Notice

If an application for a new Rental Permit or Rental Permit renewal to operate is denied, the Director shall provide the applicant with a written notice that includes:

1. The specific reasons and Code or regulation citations, if any, for the permit denial;
2. The actions, if any, that the applicant must take to qualify for a permit; and
3. Advisement of the applicant's right of appeal and the process and time frames for appeal.

F. Fees

1. Initial Application Fee.

An initial application fee of twenty (\$20.00) dollars for each Rental Property is due at time of submission of the initial application for the Rental Permit.

2. Rental Property Annual Permit Fee.

A fee of twenty (\$20.00) dollars per Rental Unit is due annually. All permits are annual permits and shall be valid from January 1 through December 31. The fee is due at the time of submission of the initial application. An application and fee for a renewal Permit shall be due on or before December 31.

3. Inspection Fee.

- a) No fee shall be assessed to the Owner for an initial Inspection of a Rental Unit. An initial Inspection is that Inspection which is performed for the first time when a complaint has been received or an informant has provided information which gives sufficient cause to initiate an Inspection, or a random inspection was scheduled.
- b) A Re-Inspection is an Inspection of a Rental Unit to confirm correction of one or more Violation(s) documented on one original Inspection. One Violation may necessitate multiple Re-Inspections to bring the correction of a Violation to a satisfactory conclusion.
- c) When the Director needs to schedule more than one Re-Inspection which are related to Violations on different original Inspection reports, and the different Inspection reports are for Rental Property belonging to the same Owner, then the Director shall attempt to schedule all of the Re-Inspections in one trip, provided such an arrangement is convenient to the Director and Owner.

- d) Re-inspections which are related to Violations on different original Inspection reports are separate Re-Inspections for the purpose of calculating the Inspection Fee as set forth in this subsection.
- e) Each Inspection or Re-Inspection shall result in a written Inspection report submitted by the Director to the City of Dearborn MO and to the Owner. The final Re-Inspection report shall clearly indicate when a Violation has been satisfactorily Remediated and the situation brought into Compliance with this Article.
- f) A Re-Inspection fee of \$150.00 for the first Rental Unit of a Rental Property shall be assessed to the Owner for the cost of Re-Inspection of a Rental Unit; a \$100 Re-Inspection fee shall be assessed to the Owner for each additional Rental Unit of the same Rental Property requiring Re-Inspection.
- g) *To promote rapid Compliance*, In the event the first Re-Inspection finds the cited Violation(s) were satisfactorily fixed, the Re-Inspection fee to the Owner shall be waived; otherwise, the first Re-Inspection fee as set forth in this subsection shall be assessed.
- h) No multiple on-site inspections and fees shall be required when one Re-Inspection is sufficient to document compliance with an Inspection report citing more than one Violation.
- i) When a Violation documented on an Inspection report is a Non-Health Hazard Violation the Director may accept from the Owner photographic evidence of Remediation when, in the opinion of the Director, the submitted evidence is sufficient to document compliance or progress towards compliance with correcting a Violation set forth in an Inspection report. In this situation the Re-Inspection does not incur a fee, but the Re-Inspection report is still required.
- j) The Re-Inspection fee(s) shall be due thirty days after the Director delivers a written Re-Inspection report to the Owner.

4. Payment of Fee

All fees must be paid by the Owner on or before the first business day after 30 days from the date the Owner receives the written Re-Inspection report. The Owner shall be invoiced by the City of Dearborn MO the first business day after the written report has been delivered to the Owner.

5. Late Fee.

A Late Fee equal to 10% of the amount due shall be assessed per month after the date the fee is due for fees not paid when due. The Late Fee is compounding.

6. Rental Permit Suspension.

An Owner that has not paid fees within ninety days of the date due may be subject to Rental Permit Suspension until all fees have been paid.

7. Reinstatement Fees.

For properties that have had a Rental Permit Suspended following action taken by a provision of this Article, a \$300 reinstatement fee shall be assessed to reinstate the permit.

8. Fee Adjustments.

The City Council of the City of Dearborn MO has the authority to adjust fees as set forth in this Article at its discretion.

9. Renewals.

The Director shall renew an existing Rental Permit once the permit fee has been received by the Director regardless of whether an Inspection has occurred. Suspended permits shall not be renewed until all conditions that warranted the Suspension are abated.

10. Refunds.

There shall be no refund of any fee paid pursuant to this Article with the exception of fees billed and/or paid which were in error.

11. Remaining Funds for Tenant Relocation.

One hundred percent (100%) of any funds remaining from all Rental Property fees after inspection costs and administrative program expenses shall be allocated to relocation costs for low-income Tenants required by the Director to move out of their Rental Unit due to health or safety threats when that Rental Unit is being used as a place of residence.

Chapter 9: Inspection and Enforcement

A. Inspections Required

1. The Director shall cause Inspections to be made of all Rental Units regulated under this Article, in response to Complaints if the Director determines an Inspection is warranted, to ensure that the holder of the Rental Permit issued under this Article is complying with this Article's provisions, as well as the rules and regulations promulgated by the Director, as they may be amended from time to time, and the conditions and requirements set forth in the Rental Permit issued for the particular Rental Property for which the permit was issued or renewed.
2. A Complainant is required to provide specific details with regard to the alleged Violation(s); if specific details are not provided then the Complaint shall not result in an Inspection.
3. When anonymous Complaints are received against the same Rental Property for the same or similar alleged Violations, and Inspections due to those Complaints do not result in finding of one or more Violation(s) which were claimed to exist by the Complainant, then future anonymous Complaints for the same or similar alleged Violations shall be noted in the records but no Inspection shall be performed. If and when a future routine Inspection is performed those alleged Violations should be paid particular attention to.
4. In addition to Complaint-based Inspections, the Director shall annually perform random routine Inspections of 10% of the total number of valid Rental Permit certificates as-of the first of each year. After a Rental Property is chosen for a random Inspection, the Director may not choose that same Rental Property for another random Inspection again until all other available Rental Properties to choose from at the time of choosing have also been randomly Inspected in turn, and so on for each future cycle.
5. The Director may also require non-Complaint-based future Inspections based on past performance, such as numerous or repeat Violations of this Article or the regulations issued thereunder. The numerous or repeat Violations that a future Inspection is based on shall be actual confirmed Violations, not Complaints which were not found to be valid.
6. Except in an Emergency Situation the Director does not have the right to enter a Rental Property by any door, window, or any other access in any way which damages the Rental Property.
7. Except for an Inspection made in response to a Complaint by a Tenant occupying the Inspected Rental Unit, an Inspection of an occupied Rental Unit shall be made only in
 - a) exigent or Emergency Situations, or
 - b) upon not less than five-day notice to the affected Tenant.
 - c) The time of the Inspection shall begin between 7am and 8pm and must conclude by 9pm.

8. Except in an Emergency Situation, For any Inspection made in response to a Complaint by a Tenant occupying the Inspected Rental Unit the Owner has the right of:
 - a) at least two attempts by mail or email and at least two attempts by phone to all known phone numbers shall be made to contact the Owner to notify of the Inspection, the date, and the time, and
 - b) to know of the date and time of the Inspection at least 5 days (120 hours) prior to the beginning of the Inspection, and
 - c) to be present for an Inspection:
 1. Every effort shall be made to schedule the Inspection at a mutually agreed upon date and time between the Director and the Owner, and
 2. The Inspection shall not begin until the Owner has arrived for the Inspection, or at least 15 minutes past the appointed time has passed, and
 3. Failure to arrive for an Inspection may result in a Re-Inspection fee for a rescheduled Inspection.
9. For any Inspection of an unoccupied Rental Unit the owner has the right of denial or refusal to allow an Inspection, but if the Owner allows an Inspection they have the right:
 - a) to know of the date and time of the Inspection at least 5 days (120 hours) prior to the beginning of the Inspection, and
 - b) to be present for an Inspection:
 1. Every effort shall be made to schedule the Inspection at a mutually agreed upon date and time between the Director and the Owner, and
 2. The Inspection shall not begin until the Owner has arrived for the Inspection, and
 3. Failure to arrive for an Inspection may result in a Re-Inspection fee for a rescheduled Inspection.
10. Re-Inspections shall not be used by the Director as an opportunity to search for and find additional Violations, such that there is no end to the Re-Inspection cycle. While the Director is permitted to document additional Violations found in a Re-Inspection, The Director shall endeavor to document all Violations in their original report and confine their Re-Inspections to the Remediation performed for the original Violations.
11. This Article does not authorize the Director, after conducting an Inspection, to report, refer, issue citation, or otherwise disclose to a third party any matter, circumstance or Violation disclosed during the Inspection which is not explicitly prescribed in this Article or the regulations issued thereunder. As an agent of the Council of The City of Dearborn, the Director's Inspection report is to the City, the Council, and the Owner.

B. Authority to Prescribe Additional Rules and Regulations

1. Scope of authority of the Director regarding this Article:
 - a) The Director of this program has no authority to modify, delete, or add to the regulations in this Article, nor to interpret these regulations contrary to the intent of the Dearborn City Council.

- b) The Director is required to administer this program as written. Regarding time frames for Remediation: The Director will periodically review progress being made towards the Remediation of Violations which have been documented, and is required to provide liberal leniency with regard to time requirements when significant progress is being made towards Remediation, or reasonable reasons with documentation have been provided for the lack of progress. Some examples of reasonable reasons include a) lack of material availability; b) lack of qualified contractor(s); c) weather slowing or prohibiting work. Leniency towards lack of progress does not exempt an Owner from being required to perform the needed work, nor does it obligate the city or Director to provide additional leniency if it becomes evident, in the opinion of the Director, that the Owner is intentionally delaying the work.
 - c) The Director shall formulate rules and regulations for implementing the provisions of this Article to include inspection process, method and guidelines. Such rules and regulations shall be filed with the city clerk in writing, and, when so filed, shall be in effect as part of this Article. Such rules may be modified or superseded by other rules and regulations filed by the Director from time to time.
 - d) Scope of regulations. The Director shall have power and authority to make provisions in such rules and regulations for health, sanitation and adequate rental housing standards as such rules and regulations may appertain to each and every person required to be a holder of a Rental Permit under this Article; and such provisions, conditions or requirements shall be subject to modification, deletions, additions or other change or alteration as to any person required to be a holder of a Rental Permit as the Director may find and determine.
 - e) Changes to any provisions, conditions, or requirements that are in effect at the time of the issuance of a Rental Permit shall be in effect for the entire duration of that permit, except for those changes directly related to Emergency Situations, which changes shall be communicated as quickly as reasonably possible to all Owners.
 - f) The Director shall make a monthly report to the city clerk of all inspections and actions since the last monthly report, and no later than noon the Friday prior to the next regularly scheduled city council meeting. Notwithstanding this provision, the Director shall make report to the city clerk of any Emergency Situation violations no later than the next business day after the Violation was found.
2. Final Authority: The city council of Dearborn has final authority to modify, add, or delete any portion of this Article as well as the provisions, conditions, and requirements established by the Director.

C. Complaint by Tenants; Retaliation Prohibited

1. In an attempt to provide an opportunity for corrective action to occur without the initiation of a field investigation, the Director should normally document the complaint and request a Complainant to first communicate concerns to the Owner.

2. The Director is given discretion to consider instances where the tenant is the obvious source of damage or re-occurrence of Violation(s) and when this is the case the Director may charge the Re-Inspection fee to the complainant or waive it. The Owner is never to be billed a Re-Inspection fee or a Suspension reinstatement fee in this situation.
3. Retaliation Prohibited.
 - a) No Owner shall file an action for eviction or alter the terms of a lease because the Tenant has reported a Violation of this Article or a related provision of the city code to the Director, to another city employee or to any other person.
 - b) No Owner shall cause any service, facility, equipment or utility required under this Article to be removed, shut off or discontinued in retaliation for a Complaint.
 - c) No Owner shall charge or demand reimbursement of any fees arising from this Article, including late fees, annual permit renewal fees and Re-Inspection fees, to a Tenant. The passing of fees from an Owner to a Tenant shall be considered retaliation.
 - d) This subsection shall not be misconstrued to prohibit an Owner from changing the amount they charge for monthly rent at those times when rental prices are normally negotiated between an Owner and Tenant.
4. If the Director finds violations during a complaint investigation, a Re-Inspection may be required to ensure corrective action is taken and violations no longer exist. See the allowance for Photographic evidence in the Fees section of this Article for further information.
5. It shall be considered a violation of this Article for an Owner to include in any lease a term which seeks to waive any right or protection furnished to the Tenant under this Article.

D. Refusal; Notification of Right to Access; Final Access Request

1. If after the Director presents credentials and provides notice, an Owner denies access to the Director, the Director shall inform the Owner that:
 - a) Pursuant to this Article, if the Rental Property is unoccupied, the Owner is required to allow access to the Director, as access is a condition of issuance and retention of a Rental Permit.
 - b) Pursuant to this Article, if the Rental Property is occupied, the Owner is required to allow access to the Director, provided the Tenant also allows access. It shall be a violation of this Article for an Owner to compel a Tenant to deny access.
 - c) If access is denied by the Owner then issuance of a Rental Permit shall be denied, and any existing Rental Permit shall be revoked.
 - d) A Rental Permit revoked for any reason requires evacuation of the Rental Property on or before the end of the month following the month of revocation.

2. If after the Director presents credentials and provides notice, the Owner allows but the Tenant denies access to the Director, the Director shall inform the Owner and the city the particulars of the denial of access.

E. Non-Health-Hazard and Non-Life-Threatening Violations; Opportunity to Correct

During an inspection, if the Director discovers that an Owner has failed to comply with this Article or the rules and regulations established by the Director, and the violation is not a Health Hazard Violation and not a Life-Threatening Violation, he or she shall:

1. Inform the Owner in writing that violation(s) exist;
2. Allow the Owner an opportunity to correct the violations within a reasonable period, as determined by the Director; and/or
3. Re-Inspect the Rental Property, if the Director deems it necessary, to determine if the violation(s) still exist.
4. In lieu of Rental Permit Suspension, after considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may specify a longer time frame for the Owner to correct violations.

F. Health-Hazard Violations; Opportunity to Correct

During an inspection, if the Director discovers that an Owner has failed to comply with this Article or the rules and regulations established by the Director, and the violation is a Health-Hazard Violation, he or she shall:

1. Inform the Owner in writing that a violation exists;
2. Allow the Owner an opportunity to correct the violation within a reasonable period of time, as determined by the Director; and
3. Re-Inspect the Rental Property, if the Director deems it necessary, to determine if the violation(s) still exists.
4. In lieu of Rental Permit Suspension, after considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may specify a longer time frame for the Owner to correct violations.

G. Emergency Situation Violations; Opportunity to Correct

1. During an inspection, if the Director discovers that an Owner has failed to comply with this Article or the rules and regulations established by the Director, and the violation is an Emergency Situation Violation, the Director shall:
 - a) Inform the Owner in writing that an Emergency Situation Violation exists;
 - b) Allow the Owner to immediately correct cited Violation(s) to eliminate Emergency Situation Violation(s); or
 - c) Suspend the Rental Permit and require the Rental Unit or Rental Property (as appropriate) to be immediately vacated, if determined necessary by the Director.
 - d) Re-Inspect the Rental Property, if the Director deems it necessary, to determine if the Violation still exists and remove the Rental Permit Suspension to once again allow for occupancy.
 - e) In lieu of Rental Permit Suspension, after considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Director may specify a longer time frame for the Owner to correct Violations.
2. When the Director has credible evidence or testimony which gives them reason to believe there is an Emergency Situation Violation(s) and the Owner and/or Tenant denies access to the Director to Inspect, the Director may seek a court injunction to require an immediate Inspection and utilize law enforcement officials to compel access. This particular Inspection may only be used to confirm the Emergency Situation Violation(s) which initiated the inspection, and document any other Emergency Situation Violation(s) which may be found. The purpose of this subsection is to protect the life of the Tenant and other Tenants in the same/connected Rental Property, and may not be used for lesser real or suspected Violations.

H. Failure to Abate Violation; Occupied Properties

If the Owner fails to correct cited Violations after three (3) Re-Inspections the Director may:

1. Suspend the Rental Permit for the Rental Property with Violations; and
2. Require the property to be vacated at least on or before the last day of the month following the month of the issuance of the order to vacate.

I. Refusal to Sign Acknowledgment

The Director shall inform the Owner who declines to sign an acknowledgment of receipt of inspection findings that:

1. Signing an acknowledgment of receipt is not agreement with findings;
2. Refusal to sign an acknowledgment of receipt will not affect the Owner's obligation to correct the Violations noted in the inspection report within the time frames specified;
3. A refusal to sign an acknowledgment of receipt is documented in the inspection report and in the Director's historical record for the Rental Property; and
4. Make a final request that the Owner sign an acknowledgment of the receipt of inspection findings.

J. Notice of Suspension; with Prior Warning

Pursuant to this Article and with prior warning, the Director may Suspend a permit for reasons such as:

1. Nonpayment of fees;
2. Denial of access to the Director;
3. Life-Threatening violations;
4. Violations still in existence at a third Re-Inspection.

K. Notice of Suspension; without Prior Warning

The Director may Suspend a permit by providing written notice to the Owner at the inspection, without prior warning, notice of hearing, or a hearing, if and when:

1. The Director determines through inspection or other means as specified in this Article that a Health Hazard or Life-Threatening Violation exists;
2. The Director determines that the Owner during the inspection is ignoring or refusing to correct a Violation that can be quickly Remediated;
3. The Owner interferes with the Director in the performance of his or her duties.

L. Suspension; Term of Suspension; Reinstatement of Permit

1. A Suspended Rental Permit for a Rental Property requires:
 - a) When the property is not occupied, it shall not become Occupied; or
 - b) When the property is Occupied, it shall be vacated at least by the close of the last day of the month following the month the Rental Permit is Suspended.
 - c) When the reason for Suspension of a Rental Permit is a Life-Threatening Violation, the Director may require the Rental Property to be vacated prior to the close of the same day the Suspension is issued.
2. A Suspension shall remain in effect until:
 - a) the Violations cited in the notice of Suspension have been Remediated; and
 - b) the Remediation of Violations has been confirmed by the Director through Re-Inspection or other means as appropriate.
3. There is no maximum duration for a Suspension, and while Suspended the Rental Property shall not be Occupied once vacated until the Rental Permit has been reinstated.
4. It is the obligation of the Owner to notify the Director when Remediation is complete.
5. After receiving a written request from the Owner stating that the Violations cited in the suspension order no longer exist, the Director shall conduct a Re-Inspection of the Rental Property for which the Rental Permit was suspended within three business days, not including City-observed holidays, and shall reinstate the Rental Permit if the cited Violations have been satisfactorily Remediated.
6. A Rental Permit which has been reinstated allows for immediate Occupancy of the Rental Property.

M. Vacation of Property

1. In the event the Director orders a Rental Property or Rental Unit to be vacated, locked and secured, the Director shall:
 - a) Clearly post a copy of the notice at a public entrance to the Rental Property or Rental Unit(s) of Violation; and
 - b) Send a copy of the notice by first class mail to the Owner.
2. No person, other than the Director, shall remove a notice posted by the Director.
3. The obligation of the Owner to the Tenant which was evicted shall not exceed reimbursement of rent which was paid in advance and security deposit.

N. Appeals; Permit Suspension

1. Appeal Request.

An Owner whose Rental Permit has been Suspended may appeal the Director's decision within ten (10) calendar days following the Suspension notice. If a request for an appeal is not filed by the Owner within the ten-day period, the Suspension of the permit becomes final.

2. Hearing Date.

The Director shall afford a hearing within fifteen (15) business days after receiving a written request from the Owner.

3. Appeal Proceedings.

- a) Appeal hearings shall be attended by a quorum of the City Council of Dearborn.
- b) An appeal hearing is presided over by the Director.
- c) The Director shall cause to be made a true and accurate transcript of appeal hearings.
- d) Hearings are public proceedings and may be attended by members of the public.
- e) The public shall be notified at least one week in advance of a hearing by the normal means the city uses for notifications.
- f) The Director shall provide a copy of transcripts of the hearing to the city clerk of Dearborn and the transcript shall be considered to be a public record.
- g) In the event a particular situation requires a closed door hearing per Missouri "Sunshine Law", then the hearing shall be closed door and the transcript shall be closed. Only that portion of the hearing that is required to be closed door shall be closed.

4. Action by Director.

After any hearing is concluded, the Director shall make findings of fact and conclusions of law upon which his or her decision shall be based. The Director may reverse, uphold, or modify the Suspension decision as well as whether a particular situation is or is not a Violation. The City Council holds the final right to reverse, uphold, or modify the Director's conclusions and decisions.

5. Failure to Appear.

Failure of a Owner to appear at the hearing will result in automatic Suspension of the Rental Permit.

O. Severability

In the event any section, paragraph, sentence, clause, phrase or portions of this Article are declared invalid for any reason, the remainder of this Article shall remain in full force and effect.

P. Violations Generally; Penalty; Failure to Obtain Permit or Renew

1. Any person violating any provision of this Article, the rules and regulations of the Director, or the conditions and requirements contained in the permit, as any or all of such provisions, rules, regulations, conditions or requirements may be amended, shall be deemed guilty of an ordinance violation, and upon conviction thereof shall be punished as provided in **Section 34-864**. Such violations apply to actions or inactions taken by the Owner, his or her agents, designee or employees.
2. Failure of any Owner to obtain a Rental Permit or keep the Rental Permit in force and effect by proper renewal thereof, where a Rental Permit is required, shall constitute a violation of this Article.

Q. Authorities; Penalties

1. Notwithstanding any other enforcement actions pursuant to this Article, the Director may seek to enforce the provisions of this Article by instituting proceedings against the Owner or other persons who violate its provisions.
2. Any person convicted of a violation of any provision of this Article shall be punished for that violation by a fine of not more than \$1,000.00, or by imprisonment of not more than 180 days, or by both such fine and imprisonment. Each day on which a violation occurs is a separate violation.

R. Judicial Remedy

The Director may seek a judicial remedy to achieve compliance with the provisions of this Code if a person operating a rental property:

1. Fails to have a valid Rental Permit to operate a Rental Property;
2. Violates any term or condition of a Rental Permit;
3. Allows serious or repeated Violations to remain uncorrected beyond time frames for correction approved, directed, or ordered by the Director;
4. Fails to comply with a permit Suspension decision issued by the Director; or

5. Fails to comply with an order issued as a result of an appeal hearing.

S. Notices; How Served

A notice issued in accordance with this Article shall be considered to be properly served if it is served by one of the following methods:

1. The notice is personally served by the Director, a law enforcement officer, or a person authorized to serve a civil process to the Owner;
2. For notice to the Owner, notice shall be deemed sufficient if sent by first class mail to the Owner at the address specified in the last permit application filed under this Article. If the Owner has not registered for a Rental Permit under this Article, notice is deemed sufficient if sent by first class mail to the person listed on applicable county records for purposes of paying property taxes on the subject Rental Property;
3. If an Owner has provided an email address and has indicated their email address can be used for official notifications, then notice shall also be sent by email on the same date that notice was sent by postal mail. Emailed notices shall always be in addition to first class postal mail.
4. For notice to the Tenant, notice shall be deemed sufficient if sent by first class mail to the Tenant, whether by name or by the term "occupant", or notice is posted on the entry door of the Tenant's Rental Unit.

T. Rental Housing Advisory Board

1. The City Council of the City of Dearborn MO is the Advisory Board for purposes of advising the Director with regard to interpretation of this Article, processes, regulations, and codes.
2. The Mayor is the chairman of this Advisory Board.
3. The City Council may choose to have a meeting with the Director at any time(s) as deemed to be appropriate, provided the public is notified of the meeting at least 2 business days in advance.
4. The City Council and Director shall establish a routine frequency, date, time, and place of their regularly scheduled meetings and post notification in the same way as the regular City Council meetings are posted.
5. The meetings of this Advisory Board is a public meeting and shall be in full compliance with the Missouri "Sunshine Law". Minutes shall be taken and filed in the city records.
6. In the event a particular situation requires a closed door meeting per Missouri "Sunshine Law", then the hearing shall be closed door and the transcript shall be closed. Only that portion of the meeting that is required to be closed door shall be closed.