

ORDINANCE NO. 14-2011

PASSED 4/11/11 BY A VOTE OF 6-0-1 (Dick abstaining)

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, ESTABLISHING A REGISTRATION AND INSPECTION PROGRAM FOR RENTAL HOUSING UNITS LOCATED WITHIN THE CITY OF VALPARAISO, INDIANA, AND ESTABLISHING MINIMUM STANDARDS FOR RENTAL HOUSING WITHIN THE CITY OF VALPARAISO, INDIANA

WHEREAS, the Common Council has determined that there exists units of rental housing within the City of Valparaiso, Indiana, which by reason of their operation, use or occupancy are likely to affect the public health, safety and general welfare of the community; and

WHEREAS, the Common Council of the City of Valparaiso, Indiana, has determined it to be necessary and desirable to provide for the registration and inspection of rental residential properties within the City in order to protect the health, safety and welfare of the residents of the City of Valparaiso; and

WHEREAS, the Common Council is desirous of taking measures to protect the character and stability of residential neighborhoods along with the value of the land and buildings in the City of Valparaiso; and

WHEREAS, the Common Council is committed to preventing the overcrowding of dwellings and other violations of laws and Ordinances in rental residential housing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF VALPARAISO, INDIANA, THAT CHAPTER 158 IS HEREBY ADDED TO THE CODE OF ORDINANCES, AS FOLLOWS:

SECTION 158.01 PURPOSE

The purpose of this Chapter is to provide for the registration and inspection of rental residential property and to facilitate the prevention and correction of violations of laws and Ordinances pertaining to rental residential property so as to protect the public health, safety and welfare of the people of the City of Valparaiso including, but not limited to, the following:

- A. To protect the public health and safety by insuring Rental Units comply with the City of Valparaiso's building codes, property maintenance codes and the Unified Development Ordinance and all other applicable regulations adopted by the State of Indiana or other governmental agency.
- B. To protect the character and stability of residential neighborhoods.
- C. To correct and prevent housing conditions that adversely affect or are likely to adversely affect safety, general welfare and health of the persons occupying dwellings.

D. To prevent the overcrowding of Rental Units.

E. To facilitate the enforcement of minimum standards for maintenance of existing residential buildings and thus to prevent slums and blight.

F. To preserve the value of land and buildings throughout the city.

SECTION 158.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADULT. Every person at least 18 years of age or younger if emancipated.

DWELLING UNIT. The abode of a family; a single unit providing complete, independent facilities for the exclusive use of the household, including permanent provisions for living, sleeping, eating, cooking and sanitation.

FAMILY. Includes all of the following:

(1) An individual;

(2) two (2) or more individuals related by genetics, marriage, legal adoption, foster care or guardianship, or other comparable relationship established by law; or

(3) five (5) or fewer individuals who constitute a relatively permanent functioning group living as a single housekeeping unit.

HABITABLE ROOM. Any room meeting the requirements of this Ordinance for sleeping, living, or dining purposes excluding such enclosed places as closets, pantries, bath or toilet rooms, hallways, laundries, storage places, utility rooms and similar spaces.

MULTI-FAMILY DWELLING. A residential building designed for, or modified to accommodate, more than one (1) independent Rental Unit.

OWNER. Any person having a legal or equitable title in a Rental Building or Premises.

PERSON. A corporation, firm, partnership, association, organization or any group acting as a unit, as well as a natural person. References in the masculine gender include the feminine and the neuter, in the present tense include the future, and the singular includes the plural.

PREMISES. A lot, plot or parcel of land containing a Rental Building or Rental Unit.

RENTAL BUILDING. A building containing one (1) or more Rental Units.

RENTAL HOUSING CODE. Sections 158.17 through Section 158.35 of this Ordinance.

RENTAL HOUSING OFFICER. That municipal officer charged with the primary responsibility of enforcement of the provisions of this Ordinance. As set out in Section 158.12 hereof, the City Building Commissioner shall serve as the Rental Housing Officer.

REGISTRATION PERMIT. The permit issued by the City upon registration of each Rental Unit.

RENTAL UNIT. A rented Dwelling Unit or Rooming Unit.

ROOMING HOUSE. Any dwelling or that part of any dwelling containing one (1) or more rooming units, in which space is let by the Owner or operator to three (3) or more persons who are not related by blood or marriage.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping, but not for cooking or eating purposes.

TENANT. Any person entitled to occupy a Rental Unit under a Tenancy Agreement to the exclusion of others.

TENANCY AGREEMENT. Includes all agreements, written, oral or implied, and valid rules and regulations embodying the terms and conditions concerning the use and occupancy of a Rental Unit.

SECTION 158.03 COMPLIANCE REQUIRED; APPLICATION OF ORDINANCE.

No Person shall occupy or maintain a Rental Unit within the City unless in accordance with the provisions of this Ordinance. This Ordinance applies to all Rental Units located within the City, but shall not apply to the following:

- (a) Occupancy in a single-family, Owner occupied Dwelling Unit.
- (b) Occupancy in a “Group Home” or “Institutional Residential” as those terms are defined in the City of Valparaiso Unified Development Ordinance.
- (c) Occupancy in federally subsidized and owned housing complexes which have multiple on-site units and which are owned and maintained by the federal government or local housing authority, or scattered site Section 8 housing units administered by a local housing authority.
- (d) Occupancy by the purchaser of a Dwelling Unit under a recorded contract of sale.

(e) Occupancy in a dormitory owned by Valparaiso University or other institute of higher learning.

(f) Transient occupancy in a hotel, motel or other similar lodging.

It shall be the responsibility of each Person owning or operating a Dwelling Unit that said Person claims is exempt from this Ordinance to produce such documentation or other information as may be requested by the Rental Housing Officer or his designee so as to permit the Rental Housing Officer or designee to determine whether said Dwelling Unit is exempt.

SECTION 158.04 REGISTRATION OF RENTAL UNITS REQUIRED.

No Owner of real estate within the City shall use said real estate for the purpose of erecting or maintaining a Rental Unit thereon after November 30, 2011, without registering each Rental Unit with the City. All existing Rental Units shall be registered with the City between May 1, 2011, and November 30, 2011. The registration shall be affected by furnishing to the City a complete and accurate application upon forms prescribed by the City, setting forth the following information:

(a) The name of the Owner;

(b) Address of the Owner;

(c) Street Address of the Rental Unit;

(d) If the Owner is not a resident of Porter County, Indiana, or a county contiguous to Porter County, the name, address and telephone number of the Owner's agent authorized to receive notification of complaints, damages, emergencies, substandard conditions or other communications, including service of process. The address of any and all agents shall be within Porter County or a contiguous county. Any Owner who does not reside in Porter County, Indiana, or a contiguous county shall be required to designate an agent.

The Registration Application shall be signed by the Owner. Whenever ownership of a Rental Unit or group or complex of Rental Units changes, the new Owner shall have the responsibility to report the change in ownership to the City and pay a Five Dollar (\$5.00) administrative fee within thirty (30) days of the change of ownership. Previously issued Registration Permits shall automatically expire thirty (30) days following transfer of title to a registered property. A Registration Permit shall otherwise remain in effect until suspended or revoked as set forth in this Ordinance. Issuance of a Registration Permit is not evidence that a property meets the requirements of this Ordinance, or is otherwise fit for human habitation.

Notification to the Owner or his agent at the address shown on the Registration Application shall constitute sufficient notice pursuant to any provision of this Ordinance. Registration of a Rental Unit shall be evidenced by issuance of a Registration Permit.

An application for renewal of a Registration Permit shall contain the same information as an initial application.

SECTION 158.05 TENANT INFORMATION

Each Owner of a Rental Unit shall at all times maintain an up-to-date list containing the names and contact information for all Tenants in each Rental Unit owned or operated by the Owner. Each Owner shall provide the City, upon ten (10) days written notice, any information from such list determined by the City to be necessary for any valid legal purpose such as an application for a warrant to inspect a Rental Unit, levying a fine against a Tenant, or the giving of any notice to a Tenant.

SECTION 158.06 REGISTRATION PERMIT FEES.

There shall be a Ten Dollar (\$10) registration fee assessed for each Rental Unit located within the City of Valparaiso. The above-referenced registration fee shall be paid at the time that the Owner submits the Registration Application to the City. Collection of the \$10 registration fee shall be waived until June 30, 2011.

SECTION 158.07 REGISTRATION PERMITS

For all registered Rental Units the City shall issue a certificate stating the date of the unit's registration. The Owner of each Rental Unit shall be responsible for continuously maintaining a copy of the certificate. Each Owner shall provide the Rental Housing Officer or his designee with a copy of the certificate upon request.

SECTION 158.08 COMPLAINT-DRIVEN INSPECTIONS

Each Rental Unit and/or Premises within the City is subject to inspection by the Rental Housing Officer or his designee in accordance with this Ordinance. As of January 1, 2012, whenever the Rental Housing Officer or his designee receives information creating a reasonable belief that a non-exempt Rental Unit or Premises violates any of the standards of this Ordinance (including non-registration of a Rental Unit), the Rental Housing Officer may conduct an inspection of the Rental Unit or Premises.

Unless waived by either the Owner or Tenant, the following procedure shall be used to obtain entry to Rental Units and Premises for the purpose of inspection. The Rental Housing Officer shall cause written notice to be mailed to the Owner or his agent of the Rental Unit or Premise setting forth the date and time scheduled for the inspection together with the appropriate Inspection Application. The Owner or his agent shall have Ten (10) days from the notice issuance date in which to submit a complete and accurate Inspection Application to the Rental Housing Officer. In the Inspection Application, the Owner shall include a current list of Tenants for each Rental Unit to be inspected and shall indicate whether the Owner and all Tenants consent to an inspection of the Rental Unit(s) or Premises.

The Owner shall be responsible for granting access to each Rental Unit or Premise to the Rental Housing Officer or his designee. In the event the Owner and/or Tenant refuses entry to

any given Rental Unit or Premise for inspection pursuant to this Ordinance, the appropriate court of Porter County shall be utilized by the City to obtain a warrant for entry and inspection as provided in this Ordinance. If the Owner and/or Tenant does not consent, the Rental Housing Officer shall request a search warrant from a court of appropriate jurisdiction to conduct an inspection of the Rental Unit to determine whether the Rental Unit complies with this Ordinance. The Rental Housing Officer, or his designee, shall conduct an inspection, as authorized by such search warrant. The Common Council has determined that the inspections provided in this Ordinance for all Rental Units constitutes a reasonable method to protect the health, safety, and welfare of its citizens.

SECTION 158.09 INSPECTION FEES

In the event that no violations (including non-registration of a Rental Unit) of this Ordinance are discovered during the initial inspection, the Owner shall not be charged a fee for the inspection. However, in the event that the initial inspection reveals any violation of this Ordinance for which the Owner is responsible the Owner shall be charged an inspection fee of Fifty Dollars (\$50.00). This inspection fee shall be paid by the Owner within thirty (30) days of the date of the initial inspection.

SECTION 158.10 NOTIFICATION OF DEFICIENCIES TO LANDLORD; RE-INSPECTIONS.

In the event any inspection reveals a deficiency with the application of the codes referenced herein, the Rental Housing Officer shall within ten (10) days from the date of the inspection notify the Owner of the Rental Unit of the deficiencies. Such notice of deficiencies shall:

- (a) Be in writing;
- (b) Shall include a description of the real estate sufficient for identification;
- (c) State the reason or reasons why the Notice is being issued including a reference to any sections of the Rental Housing Code that have been violated ;
- (d) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with provisions of this subchapter; and
- (e) Include an explanation of the Owner's right to seek modification or withdrawal of the notice by petition to the Valparaiso Board of Public Works and Safety.

The notice prescribed above shall be deemed to be properly served upon the Owner or his agent at the address shown on the Registration Application

A re-inspection shall be conducted after the end of the above-referenced compliance time frame. If the Rental Housing Officer finds that compliance with all noted violations has not been accomplished, the Rental Housing Officer may commence proceedings to suspend and/or revoke the Registration Permit for the Premises.

The first re-inspection performed after the expiration of the compliance time frame shall be assessed a fee of \$75.00 per Rental Unit to be inspected. All further re-inspections necessitated by the continued existence of violations shall be assessed a fee of \$200.00 per Rental Unit to be inspected. No Registration Permits shall be issued until said fees are paid in full.

SECTION 158.11 PROBATION, SUSPENSION OR REVOCATION OF REGISTRATION PERMITS

(a) Probation. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety may, if it finds the charges to be true, impose up to three (3) year probation for the Registration Permit for any Premises found to be under the following circumstances:

(1) If there is an adjudication of three (3) or more violations of the Valparaiso City Code or Indiana Criminal Code on the property within one (1) year, unless the Owner was the party reporting the violation or, unless the Owner or Owner's agent has evicted the tenants;

(2) An adjudication that the Owner, Owner's agent or person acting on behalf of the Owner has violated Section 158.13 or Section 158.14 of this Ordinance.

(b) Suspension. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety may, if it finds the charges to be true, impose up to a One Hundred and Twenty (120) day suspension of the Registration Permit for any Premises found to be under the following circumstances:

(1) One or more additional bases exist that would support the imposition or probation within one (1) year of any other sanctions being imposed under this section and the Owner has not taken appropriate corrective action.

(2) An adjudication that the Owner, Owner's agent, or person acting on behalf of the Owner has:

(A) Knowingly violated the maximum occupancy provisions set forth in the Rental Housing Code;

(B) Illegally used or allowed the illegal use of non-habitable or non-occupiable space;

(C) Illegally converted space to occupiable or habitable use or illegally added an additional Rental Unit to the property

(D) Violated the provisions of Section 158.04 (Rental Certificate Required);

(E) Failed to correct any code violation at the property affecting health and safety within the time allowed;

(F) Provided the Rental Housing Officer or his designee with any false or materially incomplete information in connection with the property or the Registration Permit.

The suspension shall begin upon the vacation of the Rental Unit. The Owner shall take all legal steps necessary to vacate the Rental Unit as soon as possible.

(c) Revocation. Based upon charges filed by the Rental Housing Officer, the Board of Public Works and Safety may, if it finds the charges to be true, permanently revoke the Registration Permit for any Premises under the following circumstances:

(1) Any occupancy during or payment of rent for the period of any suspension under Section 158.11(b); or

(2) Within three (3) years after suspension, any further occurrence or violation that would be grounds for a suspension of the Registration Permit.

(d) The Rental Housing Officer shall prepare and file charges with the Board of Public Works and Safety specifying the specific violation and relief requested. Such charges and notice of a hearing shall be served upon the Owner or his agent by certified mail, return receipt requested to the address of record.

(e) The Board of Public Works and Safety shall set a date for hearing of the charges, not less than ten (10) days after mailing of the notice. The Board of Public Works and Safety shall hear the evidence and argument of the Rental Housing Officer and the Owner. After the hearing, the Board of Public Works and Safety shall make a written decision supported by findings. The decision of the Board of Public Works and Safety may be appealed to a court of general jurisdiction in Porter County within thirty (30) days of the decision.

(f) Following the permanent revocation of a Registration Permit by the Board of Public Works and Safety, an Owner may apply to the City for the issuance of a new Registration Permit. As part of the application process for a new Registration Permit the Owner shall permit the Rental Housing Officer to inspect each Rental Unit and/or Premises wherein the Registration Permit was previously revoked to determine compliance with the requirements of this Ordinance.

SECTION 158.12 RENTAL HOUSING OFFICER

The City Building Commissioner shall act as the Rental Housing Officer. The decisions of the Rental Housing Officer may be appealed to the Board of Public Works and Safety on petition filed with the Board within twenty (20) days after hand delivery or mailing, whichever occurs first, of the Rental Housing Officer's decision.

SECTION 158.13 TRUTH IN ADVERTISING

(a) No Owner of a Rental Unit shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the Rental Unit.

(b) No Tenant of a Rental Unit advertising for sublease shall incorrectly represent in any advertisement, sign, or other written or oral form, the occupancy limits of the Rental Unit.

SECTION 158.14 RETALIATORY EVICTION PROHIBITED

It shall be a violation of this Ordinance if a Court of competent jurisdiction determines that any Owner or his agent brought or threatened to bring an action for possession of a Rental Unit for the purpose of retaliating against a Tenant for requesting an inspection of a Rental Unit.

SECTION 158.15 VIOLATION - PENALTY

In addition to Probation, Suspension and Revocation of a Registration Permit as set forth in Section 158.11 of this Ordinance, the Board of Public Works and Safety may impose the following penalties on any and all Persons found to be in violation of this Ordinance:

(a) For submitting any other false or materially incomplete information on an application or any other information submitted under this Ordinance, a fine of up to Five Hundred Dollars (\$500.00), unless the violator has been convicted of a previous violation for submitting any other false or materially incomplete information on an application or any other information submitted under this Ordinance, in which case the fine may be up to Two Thousand Five Hundred Dollars (\$2,500.00);

(b) For failure to maintain a rental certificate pursuant to Section 158.07, a fine of up to Five Hundred Dollars (\$500), unless the violator has been convicted of a previous violation for failing to maintain a rental certificate, in which case the fine shall be up to One Thousand Dollars (\$1,000.00);

(c) For failure to timely sign or submit a complete Registration Application, any tenant information requested pursuant to Section 158.05 or an Inspection Application, a fine of up to One Hundred Dollars (\$100.00), each day a violation of this provision exists or continues to exist constituting separate and distinct violation of the Ordinance;

(d) For knowingly committing, permitting or allowing any overoccupancy as set forth in Section 158.30, a fine of up to Two Hundred Dollars (\$200.00), unless the violator has been convicted of a previous violation involving overoccupancy, in which case the fine shall be up to

One Thousand Dollars (\$1,000.00), with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of the Ordinance;

(e) For rental of any Dwelling Unit without first obtaining or continuing to have a valid Registration Permit, a fine of up to One Hundred Dollars (\$100.00), unless the violator has been convicted of previous violation involving renting without a Registration Permit, in which case the fine shall be up to Five Hundred Dollars (\$500.00), with each day a violation of this provision exists or continues to exist constituting a separate and distinct violation of the Ordinance;

(f) For bringing or threatening to bring an action for possession of a Rental Unit for the purpose of retaliating against a Tenant for requesting an inspection of a Rental Unit in violation of Section 158.14, a fine of up to Two Thousand Five Hundred Dollars (\$2,500.00);

(g) For violation of any other provision of this Ordinance, a fine of up to One Hundred Dollars (\$100.00), for each day after which a correction was to be made pursuant to Section 158.10(d).

SECTION 158.16 RENTAL HOUSING FUND ESTABLISHED

(a) The Common Council hereby establishes a Rental Housing Fund.

(b) The Rental Housing Officer and/or his or her designee(s) shall be named and have the authority for the collection, allocation and expenditure (as approved by the Common Council) of all costs associated with the administration of the Rental Housing program.

SECTION 158.17 RENTAL HOUSING CODE

There is established the Rental Housing Code, the purpose of which is to protect community neighborhoods and the public health, safety and welfare in all existing and new Rental Buildings, Rental Units and Premises by:

(a) Establishing minimum maintenance standards for Rental Buildings and Rental Units and Premises; for basic equipment and facilities for light, ventilation, space heating and sanitation; for safety from fire; for space, use and location; and for safe and sanitary maintenance of Rental Buildings and Rental Units;

(b) Fixing the responsibilities of Owners, operators and occupants of Rental Buildings and Rental Units; and

(c) Providing for administration, enforcement and penalties.

SECTION 158.18 INTENT

(a) The provisions of the Rental Housing Code shall be construed liberally to insure the public health, safety and welfare insofar as they are affected by the maintenance of structures and Premises.

(b) The provisions of the Rental Housing Code shall not be construed to prevent the enforcement of other Ordinances or regulations which prescribe standards other than are provided herein.

(c) All other provisions of the Municipal Code of the City of Valparaiso, Indiana, relating to building maintenance, including, but not limited to, Chapter 154 of the Municipal Code, entitled Property Maintenance Code, are incorporated by reference as if fully set forth herein.

(d) Any repairs or alterations to a structure, or changes of use therein, which may be caused directly or indirectly by the enforcement of the Rental Housing Code shall be done in accordance with the procedures and provisions of this Ordinance, the Municipal Code and the City of Valparaiso Unified Development Ordinance.

(e) The provisions of this Ordinance shall not be construed as abolishing or impairing existing remedies available to the City relating to the removal or demolition of any buildings that are deemed dangerous, unsafe or unsanitary.

SECTION 158.19 DEFINITIONS

All of the definitions set forth in Section 158.02 are hereby incorporated by reference into the Rental Housing Code as if set forth fully herein. All definitions set forth in Section 158.02 shall apply herein unless the context clearly indicates or requires a different meaning.

SECTION 158.20 STRUCTURES

(a) This Ordinance establishes minimum requirements for the initial and continued occupancy and use of all Rental Buildings, Rental Units and Premises and does not replace or modify requirements otherwise established by Ordinance which may be additional to or more stringent than the provisions contained herein for the construction, repair, alteration, or use of structures, equipment or facilities.

(b) This Ordinance shall apply to all Rental Buildings, Rental Units and Premises whether or not existing at the time this Ordinance is adopted.

SECTION 158.21 ENFORCEMENT AUTHORITY

It shall be the duty and responsibility of the Rental Housing Officer and his designee(s) to enforce the provisions of this Ordinance.

SECTION 158.22 DUTIES AND POWERS OF THE RENTAL HOUSING OFFICER

(a) General. The Rental Housing Officer shall enforce all of the provisions of the Rental Housing Code relative to the maintenance of Rental Buildings, Rental Units and Premises, except as may otherwise be specifically provided for by other regulations, Ordinances or laws.

(b) Notices and Orders. The Rental Housing Officer shall issue all necessary notices and orders to abate illegal or unsafe conditions to insure compliance with the Rental Housing Code requirements for the safety, health and general welfare of the public.

(c) Inspections. In order to safeguard the safety, health and welfare of the public, the Rental Housing Officer, or his designee, is authorized to enter any Rental Building, Rental Unit or Premises at any reasonable time for the purpose of making inspections and performing duties under this Ordinance in accordance with Section 158.08 hereof. Provided that, should consent to enter not be voluntarily given, application for an inspection warrant shall be made pursuant to the provisions of Section 158.08 hereof.

(d) Coordination of Enforcement. Whenever, in the opinion of a Rental Housing Officer, or his designee, it is deemed necessary or desirable to have inspections made by any other city department, the Rental Housing Officer, or his designee, shall arrange for such inspections. He shall make reasonable effort to arrange for the coordination of inspections to minimize the number of visits by inspectors, and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not, however, delay the issuance of any emergency order, notice or citation which it determines must be issued.

(e) Rule making authority. Upon the recommendation of the Rental Housing Officer, the Valparaiso Board of Public Works and Safety shall have those powers as may be necessary in the interest of public safety, health and general welfare, to adopt and promulgate rules and regulations to interpret and implement the provisions of this Ordinance to secure its intent, but such rules shall not have the effect of waiving requirements specifically provided in this Ordinance or of violating accepted practice involving public safety. Prior to taking effect, such rules and regulations must be approved by the Valparaiso Common Council by resolution.

SECTION 158.23 NOTICES AND ORDER

(a) Notice to Owner or to person or persons responsible. Whenever the Rental Housing Officer or his designee determines that there has been a violation of this Ordinance, or has a reasonable belief that a violation has occurred, the Rental Housing Officer shall give notice to the Owner or his agent in conformance with Section 158.10.

SECTION 158.24 SCOPE: TENSE AND DEFINITION OF TERMS

(a) Scope. Unless otherwise expressly stated, the following terms shall, for the purpose of this Ordinance, have the meanings indicated in this section.

(b) Interchangeability. Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.

(c) Terms defined in other codes. Where terms are not defined in this subchapter and are defined in the building, electrical, plumbing and/or mechanical codes otherwise adopted by this code they shall have the same meanings ascribed to them as in those codes.

(d) Terms not defined. Where terms are not defined under the provisions of this subchapter or under the provisions of the building, electrical, plumbing and/or mechanical codes they shall have ascribed to them their ordinarily accepted meaning, or such as the context herein may imply.

SECTION 158.25 APPLICABILITY OF REQUIREMENTS

(a) Scope. The provisions of this Ordinance shall govern the minimum standards for maintenance of Rental Buildings and Rental Units within the City of Valparaiso, Indiana.

(b) Responsibility. The Owner of the Premises shall maintain such properties in compliance with these requirements. A person shall not let to another for occupancy or use Premises which do not comply with the following requirements of this Ordinance.

SECTION 158.26 PREMISES CONDITION

(a) Sanitation. All exterior property areas and Premises shall be maintained in a clean, safe and sanitary condition free from any accumulation of rubbish or garbage. Should a Tenant vacate the Premises leaving an accumulation of abandoned furniture, appliances, clothing, etc., it shall be the responsibility of the Owner to dispose of the same

(b) Grading and drainage. All Premises shall be graded and maintained to prevent the accumulation of stagnant water within any structure located thereon.

(c) Weeds. All Premises shall be kept free from weeds or plant growth that is noxious or detrimental to the public health and welfare.

(d) Grass height. All grass and weeds over six inches in height on any Premises shall be mowed and the trimmings raked and disposed of properly.

(e) Accessory structures. All accessory structures, including detached garages, fences and walls, shall be structurally sound; shall be properly surface coated to prevent deterioration; and shall be free of all electrical and fire hazards and harmful insects and rodent infestation.

(f) Outdoor furniture, vending machines and appliances. All furniture placed outside the Rental Building shall be waterproof and shall be maintained in good repair. Vending

machines, if any, shall be in an enclosed area not visible from the public street. No appliances shall be located outside any Rental Building.

(g) Parking. Except for those Premises meeting the definition of a legal, non-conforming use as set forth in the City's Unified Development Ordinance, all Rental Buildings must have parking which complies with the Unified Development Ordinance of the City of Valparaiso, Indiana. No parking will be allowed on lawns or on public sidewalks.

SECTION 158.27 EXTERIOR OF STRUCTURES

(a) General. The exterior of Rental Buildings and accessory structures shall be structurally sound and sanitary and shall not pose a threat to the health and safety of the occupants.

(b) Structural members. All structural members of all Rental Buildings and accessory structures shall be maintained to prevent deterioration and be capable of safely bearing the anticipated loads imposed upon them.

(c) Foundation walls. All foundation walls shall be maintained structurally sound and free from open cracks and breaks so as to prevent the entry of animals and other pests.

(d) Exterior walls. Every exterior wall shall be maintained free of holes, breaks, loose or rotting materials. All exterior surface material shall be maintained, weatherproofed and shall be property surface coated as needed to prevent deterioration.

(e) Roofs. The roof shall be structurally sound, tight, and not have defects, which admit rain or moisture. Roof drainage shall be adequate to prevent rainwater or other moisture from causing dampness in the walls or interior portion of the building.

(f) Overhead extensions. All canopies, metal awnings, stairways, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored. They shall be protected from the elements and against decay and rust by the periodic application of weather-coating material such as paint or similar surface treatment.

(g) Chimneys. All chimneys and similar appurtenances shall be structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating material such as paint or similar surface treatment.

(h) Stairs and porches. Every stair, porch, balcony, and all attached appurtenances shall be so constructed as to be safe to use and capable of supporting anticipated loads and shall be maintained in sound condition and good repair.

(i) Exterior Doors, Windows, and Frames. Every exterior door, window, and frame shall be constructed and maintained to exclude rain as completely possible, and to substantially exclude air infiltration.

(j) Insect screens. From May 15 to October 15 of each year every window or other outside opening used for ventilation of habitable rooms shall be supplied with adequate screening. Every screen door shall be in good working condition, , except that such screens shall not be required for outside doors of Rental Units that are air-conditioned, or provide access to common hallways of multi-family rental facilities.

(k) Door hardware. Every door which connects a Rental Unit with any area exterior to the unit shall have a functioning locking device, door hinge and door latch and shall be maintained in good condition. Door locks in Rental Units shall be capable of tightly securing the door.

(l) Basement hatchways. Every basement or cellar hatchway shall be constructed and maintained to prevent the entrance of rodents, rain and surface drainage water into the Rental Building and shall be secured to prevent unauthorized entry.

(m) Exterior handrails. Every handrail and guardrail shall be maintained in good condition, be securely fastened and be capable of supporting anticipated loads.

SECTION 158.28 INTERIOR OF STRUCTURES

(a) General. The interior of a Rental Building and its equipment shall be structurally sound and in a sanitary condition so as not to pose a threat to the health and safety of the occupants and to protect occupants from the environment. Occupants shall keep that part of the structure or Premises which they occupy or control in a clean and sanitary condition. Every Owner of a Rental Building shall maintain, in a clean and sanitary condition, the shared or common areas of the structure and exterior property.

(b) Structural members. The supporting structural members of every Rental Building shall be structurally sound and not show any evidence of deterioration which would render them incapable of carrying the anticipated loads.

(c) Interior surfaces. Floors, walls, including windows and doors, ceilings and other interior surfaces shall be maintained in good, clean and sanitary condition. Peeling paint, substantially cracked or loose plaster, decayed wood, peeling or loose wallpaper and other defective surface conditions shall be eliminated. All lead based interior painted surfaces shall be maintained in good condition. Chalky or peeling lead based paint surfaces will be repaired.

(d) Bathroom and kitchen floors. Every toilet, bathroom and kitchen floor surface shall be constructed and maintained to be substantially impervious to water and to permit such floor to be easily kept in clean and sanitary condition. This does not preclude carpet, provided that it is devoid of mildew, mold or other unsafe or unsanitary conditions.

(e) Free from dampness. In all Rental Buildings, cellars, basements and crawl spaces shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the Rental Building.

(f) Sanitation. The interior of every Rental Building shall be free from any accumulation of rubbish, refuse or garbage.

(g) Disposal of rubbish. Every Occupant of a Rental Building shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.

(h) Rubbish storage facilities. The Owner of every Rental Building shall supply approved covered containers for rubbish, and the Owner of the Rental Building shall be responsible for the removal of rubbish.

(i) Storage. Garbage or refuse shall not be allowed to accumulate or be stored in public halls or stairways.

(j) Stairs, ramps, landings, porches, decks, and balconies. All walking surfaces shall be maintained in good repair and capable of supporting anticipated loads.

(k) Exit facilities. All interior stairs and railings and other exit facilities of Rental Buildings shall be maintained in sound condition and good repair by replacing tread and risers that evidence excessive wear or are broken, warped or loose. Every inside stair shall be constructed and maintained to be safe to use and capable of supporting the anticipated loads.

(l) Handrails and guards. Every handrail and guardrail shall be firmly fastened and capable of supporting anticipated loads and shall be maintained in good repair.

(m) Extermination. All Rental Buildings and Rental Units shall be maintained free of rodent and insect infestation. Where found, rodents or insects shall be exterminated using approved methods that are not hazardous to human health. Proper precautions shall be taken to prevent re-infestation after extermination.

- (1) Owner. The Owner of any Rental Building shall be responsible for the extermination within the Rental Building prior to renting or leasing the Rental Unit.
- (2) Single occupant. The occupant of a one-family dwelling or a single tenant residential structure shall be responsible for extermination on the Premises.
- (3) Multiple occupancy. The Owner of a Rental Building shall be responsible for extermination in common or shared areas of the Rental Building and exterior Premises.
- (4) Occupant. The Occupant of any Dwelling Unit shall be responsible for the continued rodent and pest-free condition of the Dwelling Unit unless the Tenant notifies the Owner within thirty (30) days of occupancy of such infestation and the infestation is not due to a pet in the Dwelling Unit; and

under such circumstances, the Owner shall be responsible for extermination. If infestation is caused by failure of an Occupant to prevent infestation in the Dwelling Unit, the Occupant shall be responsible for extermination.

- (5) Defects in Structure. The Owner of any Rental Building shall be responsible for extermination of insects or rodents caused by defects in the structure.

SECTION 158.29 LIGHT AND VENTILATION REQUIREMENTS

(a) Scope. The provisions of this section shall govern the minimum conditions and standards for the light and ventilation of a Rental Building. All light and ventilation conditions shall comply with the requirements herein prescribed insofar as they are applicable.

(b) Responsibility. All Rental Buildings shall provide such light and ventilation in compliance with these requirements. A Person shall not let to another for occupancy or use any Premises which do not comply with the following requirements of this section.

(c) All rooms within Rental Units shall be provided with natural or artificial light sufficient in intensity and distribution to permit the safe use of said room.

(d) Every common hall and stairway in Rental Buildings, other than one (1) and two (2) family dwellings shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 feet of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet. Alternate means of lighting may be used so as to comply with these minimal lighting standards. (e) For ventilation purposes, every Habitable Room or connecting Habitable Room, collectively referred to as "Habitable Area" shall have at least one (1) operable window which can be easily opened and facing directly outdoors or to a court. Every bathroom and toilet room shall comply with the ventilation requirements for Habitable Rooms as required in Section 158.30(e) except that a window shall not be required in such rooms equipped with a mechanical ventilation system. Air exhausted by a mechanical ventilation system shall discharge to the outdoors and shall not recirculated.

SECTION 158.30 SPACE, USE, AND LOCATION REQUIREMENTS

Every Rental Unit shall contain at least One Hundred Twenty (120) square feet of floor space for the first occupant thereof and at least One Hundred (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.

(a) Sleeping Rooms. In every Rental Unit of two or more rooms, every room occupied for sleeping purposes shall contain at least Seventy (70) square feet of floor space.

(b) Ceiling Height. At least one-third(1/3) of the floor area of every Habitable Room shall have a ceiling height of at least Seven (7) feet. The floors area of that part of any room where the ceiling height is less than Five (5) feet shall not be considered as part of the floor area

in computing the total floor area of the room for the purposes of determining the maximum permissible occupancy thereof.

(c) Prohibited Occupancy. Kitchens and non-habitable spaces shall not be used for sleeping purposes.

(d) Overcrowding. The number of persons occupying a Rental Unit shall not create conditions that endanger the life, health, safety, or welfare of occupants.

(e) Food Preparation. Every space occupied for food preparation purposes shall contain suitable space and equipment to store, prepare, and serve foods in sanitary manner.

SECTION 158.31 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

(a) Scope. The provisions of this section shall govern the minimum plumbing facilities and fixtures to be provided. All plumbing facilities and fixtures shall comply with the requirements herein prescribed insofar as they are applicable.

(b) Responsibility. The Owner of Rental Building or Rental Unit shall provide and maintain plumbing facilities in compliance with these requirements. A Person shall not let to another for occupancy or use any Rental Unit or Premises which does not comply with this section.

(c) Required facilities. Every Rental Unit shall contain its own kitchen sink, water closet, lavatory, and bathtub or shower each of which shall be maintained in good repair and in a sanitary condition. A kitchen sink shall not serve as a substitute for the required lavatory.

(d) Fixtures. All plumbing fixtures shall be properly installed and maintained in a safe, sanitary, and functional condition, free from leaks, obstructions, and defects and capable of function for which fixture was designed.

(e) Water Connections. Every plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, bathtubs, showers, and laundry facilities shall be supplied with hot and cold running water.

(f) Water Supply. All water supply inlets for plumbing fixtures owned and supplied by the Owner shall be free from contamination as defined by governing water regulatory laws. Water supply to plumbing fixtures shall be maintained to provide sufficient volume and pressure to allow plumbing fixtures to function properly.

(g) Hot Water. Hot water heaters shall be properly installed, maintained, and capable of providing an adequate supply of water at a temperature of not less than 110 degrees F to every required kitchen sink, lavatory, bathtub, shower, and laundry facility. Gas burning water heaters shall not be located in a bedroom, toilet room, bathroom, or any other room without adequate

combustion air provided. A combination temperature and pressure relief valve and relief valve discharge pipe shall be required.

(h) Drainage. All plumbing stacks, vents, waste and sewer lines shall be maintained free of leaks, obstructions, and defects and function properly. Every plumbing fixture shall be connected to a public sewer system or to an approved private sewage system. A Tenant and all Occupants shall use the drainage, heating and sanitary systems in a reasonable manner and the Tenant shall be responsible for all repairs and maintenance resulting from the negligent or unreasonable usage of such systems.

SECTION 158.32 MECHANICAL AND ELECTRICAL REQUIREMENTS

(a) Scope. The provisions of this section shall govern the minimum mechanical and electrical facilities and equipment to be provided. All mechanical and electrical facilities shall comply with these requirements herein prescribed insofar as they are applicable.

(b) Responsibility. The Owner of the Rental Building or Rental Unit shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A Person shall not let to another for occupancy or use any Rental Building or Rental Unit which do not comply with the requirements of this section.

(c) Heating facilities and Mechanical Equipment:

- (1) Residential buildings. Every Owner of a Rental Building or Rental Unit, shall supply heat adequate to maintain therein from October 1 through May 1 of the following year, a minimum inside temperature of 68°F, at Three (3) feet above floor level in all Habitable Rooms, bathrooms, shower rooms, and toilet rooms or compartments, between the hours of 6:00 a.m. and 11:00 p.m., and not less than 60°F between the hours of 11:00 p.m. and 6:00 a.m. in all the rooms. Provisions of this section shall not apply where the failure to maintain minimum requirements is caused by a general shortage of fuel, neglect or malicious act of the Occupant, necessary repairs or alterations, or any cause beyond the control of the Owner or Occupant.
- (2) Mechanical appliances. All mechanical appliances and equipment shall be properly installed and maintained in safe working condition and shall be capable of performing the function for which it was designed and intended.
- (3) Fuel. All fuel-burning equipment shall be connected to an approved chimney-or vent, except for fuel-burning equipment and appliances which are labeled for unvented operation.
- (4) Clearances. All required clearances to combustibile material shall be maintained.

- (5) Safety controls. All safety controls for fuel-burning equipment shall be maintained in operable condition.
- (6) Combustion air. A supply of air for complete combustion of the fuel in the fire burning equipment and for ventilation of the space shall be provided.
- (7) Fireplace. Fireplaces, and other construction and devices intended for use similar to a fireplace, shall be stable and structurally safe; connected to approved chimneys; and equipped with a damper or other approved device capable of substantially excluding air infiltration.
- (8) Climate control. Facilities for interior climate control (heating, cooling and/or humidity) shall be maintained and operated in a continuous manner in accordance with the designed capacity.

(d) Electrical Facilities and Equipment:

- (1) Electric service. Every Rental Unit shall be provided with an electrical system and contain at least two separate and remote receptacle outlets.
- (2) Installation. All electrical equipment, wiring, and appliances shall be properly installed and maintained in a safe working condition.
- (3) Lighting. All public hallways, stairways, kitchens, bathrooms, laundry rooms, and mechanical equipment rooms shall contain at least one (1) operable electric lighting fixture.
- (4) Ground Fault Interruptor Protection. Any newly remodeled bathroom or newly installed kitchen receptacle shall have ground fault interruptor protection.
- (5) Electrical system hazards. In Rental Buildings where the electrical system constitutes a hazard to the Occupants or the Structure by reason of inadequate service, improper wiring or installation, improper fusing, insufficient receptacle and lighting outlets, deterioration or damage, or similar reasons, the Rental Housing Officer, shall require the defects to be corrected to eliminate the hazard.
- (6) Elevators. In Rental Buildings equipped with elevators, State of Indiana inspection certificates shall be displayed in accordance with State of Indiana Code and at least one (1) elevator shall be maintained in operation at all times when the Rental Building is occupied. Rental Buildings equipped with only one elevator shall be allowed to take elevator temporarily out of service for service or maintenance.

SECTION 158.33 FIRE SAFETY

(a) Scope. The provisions of this section shall govern the minimum fire safety facilities and equipment required. All Rental Buildings shall be constructed and maintained to prevent and avoid fire hazards, and in a manner conducive to fire safety. All fire safety facilities and equipment shall comply with the requirements herein prescribed insofar as they are applicable.

(b) Responsibility. The Owner of all Rental Buildings shall provide and maintain such fire facilities and equipment in compliance with these requirements and the fire prevention code. A Person shall not let to another for occupancy or use any premises which do not comply with following requirements of this section.

(c) Means of egress:

- (1) General. A safe, continuous and unobstructed means of egress shall be provided from the interior of a Rental Building to the exterior of a street, a yard, court, or passageway leading to a public open area at grade.
- (2) Direct exits. Every Rental Unit shall have access directly to the outside or to a common corridor, and every sleeping room shall have an approved direct means of egress to the outside.
- (3) Locked doors. All doors in the required means of egress shall be readily openable from the inner side. Exits from Rental Units shall not lead through other such units, or through toilet rooms or bathrooms.
- (4) Exit signs. All exit signs shall be illuminated and visible.

(d) Accumulations and storage.

- (1) Accumulations. Waste, refuse or other materials shall not be allowed to accumulate in stairways, passageways, doors, windows, fire escapes, or other means of egress.
- (2) Flammable matter. Highly flammable or explosive matter, such as paints, volatile oils, and cleaning fluids, or combustible refuse, such as waste paper, boxes and rags shall not be accumulated or stored on residential premises except in reasonable quantities consistent with normal usage.
- (3) Residential unit. A Rental Unit shall not be located within a structure containing an establishment handling, dispensing, or storing flammable liquids with a flash point of 110° F. or lower.

(e) Fire Resistance Ratings:

- (1) General. Except for legal, non-conforming uses, the required fire-resistant rating of fire resistant rated walls, ceilings, floors, fire stops, shaft enclosures, and partitions shall be maintained.
- (2) Doors. All fire and smoke-stop doors shall be maintained in operable condition and shall not be blocked or obstructed.

(f) Fire Protection Systems.

- (1) General. All fire protection systems and equipment shall be maintained in proper operating condition at all times and in accordance with Indiana Fire Code.
- (2) Fire alarms. Fire alarms and detecting systems shall be maintained and be suitable for their respective purposes.
- (3) Sprinkler heads. Sprinkler heads of fire suppression systems, if required, shall be clean, free of corrosion and paint, and not bent or damaged.
- (4) Standpipe systems. Hose stations shall be identified and accessible. The hose shall be in proper position, ready for operation, dry, and free of deterioration.
- (5) Smoke detectors required. The Owner of each Rental Building shall supply all required operational smoke detectors in all Rental Buildings and Rental Units. The Tenant shall ensure that each smoke detector in the Rental Unit remains functional and not disabled. If the smoke detector is battery operated, the Tenant shall replace batteries in the smoke detectors as necessary. If smoke detectors are hard-wired and/or not operational, the Tenant shall immediately notify the Owner of the Rental Building.
- (6) Type and placement of smoke detectors. The type, placement and maintenance of smoke detectors shall conform to the requirements of I.C. 22-11-18-1 et seq., and as that statute may, from time to time, be amended.

SECTION 158.34 RELATIONSHIP TO OTHER ORDINANCES

It is the intent of the Common Council of the City of Valparaiso, Indiana, that this Ordinance provide a comprehensive regulatory program for rental housing within the City of Valparaiso. Provisions of this Ordinance are to be interpreted to be compatible with all other Ordinances of the City, whether in effect as of the date of the adoption of this Ordinance, or thereafter adopted. When this Ordinance conflicts with other ordinances, private covenants, commitments, permits, agreements, state laws, federal laws, or other regulations, the greater restriction shall control.

SECTION 158.35 PENALTIES

In addition to Probation, Suspension and Revocation of a Registration Permit as set forth in Section 158.11 of this Ordinance, the Board of Public Works and Safety may impose the following penalties on all Persons found to be in violation of the Rental Housing Code:

(a) For a violation of any provision of the Rental Housing Code, a fine of up to Five Hundred Dollars (\$500.00), unless the violator has been convicted of a previous violation of the Rental Housing Code, in which case the fine may be up to Two Thousand Five Hundred Dollars (\$2,500.00). Each day a violation of the Rental Housing Code exists or continues to exist constitutes a separate and distinct violation of the Rental Housing Code.

If any portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other portion or provision of this Ordinance.

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency. It is provided, however, that such repeal shall be only to the extent of such inconsistency, and in all other respects the Ordinances or parts of Ordinances are hereby ratified, re-established and confirmed.

PASSED AND ADOPTED by the Common Council of the City of Valparaiso, Indiana, by a _____ vote of all members present and voting this _____ day of _____, 2011.

Jon Costas, Mayor

ATTEST:

Sharon Emerson Swihart, Clerk-Treasurer

Presented by me to the Mayor of the City of Valparaiso, Indiana, this _____ day
of _____, 2011 at the hour of _____ o'clock P.M.

Sharon Emerson Swihart, Clerk-Treasurer

This Ordinance approved and signed by me this _____ day of _____,
2011 at the hour of _____ o'clock P.M.

Sharon Emerson Swihart, Clerk Treasurer