

## RESIDENTIAL RENTAL CODE

### §222A.1 **Purpose.**

- A. In compliance with Chapter 364.17 of the Iowa Code, it is the purpose of this chapter to require property owners, their agents and others who rent residential dwelling/sleeping units to meet their responsibilities with respect to premise safety and to provide for inspection as a means of compelling compliance therewith. It is not the purpose of this Chapter to create any duty on the part of the city, its officers, agents or employees, owing to any individual member of the public or to protect any particular or circumscribed class of persons. Specifically, it is not the intent of this Chapter to create any duty or liability by the city, its officers, agents or employees, to premises' occupants, owners, tenants or any other person.
- B. No person shall place reliance upon this chapter, any inspections performed or certificates issued pursuant to this chapter, as indicating the safety of or quality of construction of any particular premises. Neither this chapter nor inspections made pursuant thereto nor certificates issued are intended to assume the duty of any person to adequately construct and maintain a premises or provide a safe premises or to, in any way, indicate a decrease in the risk associated with the use of occupancy of any premises. A certification that the premises have been inspected pursuant to this chapter shall not in any way constitute a warranty or guarantee of the safety or quality of the premises.

§222A.2 **Scope.** The provisions of this Chapter shall apply to the maintenance, repair, equipment, use and occupancy of all residential rental buildings and accessory structures now in existence or hereafter constructed, habilitated, renovated or converted to residential use within the corporate limits, including, but not limited to, single and two-family dwellings, multiple-family dwellings and rooming/sleeping units with the following exceptions:

- A. Single-family dwellings occupied by the owner, or members of that owner's immediate family. Such members are defined as parents, grandparents, children and grandchildren.
- B. A duplex, at least one of the units of which is occupied by the owner, and the other unit is occupied by a member of that owner's immediate family. Such members are defined as parents, grandparents, children and grandchildren.
- C. Transient shelters and group homes subject to state licensing.
- D. Hotels, motels, extended stay hotels, and other similar uses subject to state licensing.

§222A.3 **Code Adopted.** For the purposes of this Residential Rental Code, the International Property Maintenance Code (IPMC) 2015 and Appendix A therein along with the other provisions within this Chapter are hereby adopted and shall be further known as the City of Waukee Residential Rental Code. An official copy of the international property maintenance code, 2015 edition, as adopted, and a certified copy of this chapter can be viewed in the development services department.

§222A.4      **Code Reference.**

- A. **Building Codes Referenced.** The International Building Code, International Residential Code, International Fire Code, National Electric Code, International Plumbing Code, International Mechanical Code, and International Fuel Gas Code that is adopted and enforced at the time of inspection is adopted, as referenced for requirements, location and maintenance of building elements needed to provide Structural, Fire and Building Safety for occupants. This includes but is not limited to stairways, smoke detectors, sprinklers, handrails/guardrails, lighting and exits unless otherwise stated in this Chapter.
- B. **Public Health.** Those nuisances and or public health conditions not addressed by other Chapters of the Waukee Code of Ordinances shall be governed and regulated by the Dallas County Department of Health.

§222A.5      **Interpretation.**

- A. In interpreting and applying the provisions of this chapter, such provisions shall be held to the minimum requirements for the promotion of the public health, safety, and welfare. These regulations shall be construed broadly to promote the purposes for which they are adopted.
- B. These regulations are not intended to interfere with, abrogate, or annul any other ordinance, rule or regulation, statute, private covenants or other provision of law except as provided in these regulations. If a conflict between requirements appears within this chapter, the most restrictive requirement shall prevail.
- C. Information erroneously presented by any official or employee of the city does not negate or diminish the provisions of this chapter pertaining thereto.
- D. Whenever a number of days is specified in this Chapter, or in any permit, condition of approval or notice issued or given as set forth in this Chapter, such number of days shall be deemed to be consecutive calendar days, unless otherwise specified.
- E. Whenever application of this Chapter results in standards being expressed in fractions of whole numbers, such fractions are to be rounded to the next higher whole number.
- F. No action of the city, its city council, development services department staff or the board of appeals shall be deemed invalid by reason of failure to comply with or conform to the provisions of this Chapter, provided that the procedural requirements of the code of Iowa have been met.

G. It is the intent of this Chapter that all questions of interpretation and enforcement shall be first presented to the administrative official, and that such questions shall be presented to the Board of Appeals only on appeal from the decision of the administrative official and that recourse from the decision of the Board of Appeals shall be as provided by law.

§222A.6      **Indemnification.**      The applicant for any rental certificate under this Chapter, by making such application, assumes and agrees to pay for all loss or damage to property whatsoever, and injury to or death of any person or persons whomsoever, including all costs and expenses incident thereto, however arising from or in connection with or related to the issuance of such rental certificate or the doing of anything thereunder, or the failure of such applicant, or the agents, employees or servants of such applicant, to abide by or comply with any of the provisions of this chapter or any other ordinance of the city; and such applicant, by making such application, forever indemnifies the city, its officers and employees and agrees to save it and them harmless from any and all claims, demands, lawsuits or liability whatsoever for any loss, damage, injury or death, costs and expenses, by reason of the foregoing even though acts or omissions of the city, its officers or employees may have caused or contributed thereto. The foregoing provisions shall be deemed to be a part of any certificate issued under this Chapter whether expressly recited therein or not.

§222A.7      **Building Inspector.**      It shall be the duty of the building official, appointed under provisions of the development services director, to administer and enforce the provisions of this chapter and to make any required inspections or tests. For the purposes of this code he/she may also be referred to as the code official. A person or persons may be appointed as assistants or agents of the building official as may be necessary to carry out the provisions of this chapter. For the purpose of making inspections, tests, or otherwise discharging his/her official duties, the code official and/or inspector shall have the right to enter at any time any building, site, or manhole upon notifying the company or individual owning or having charge or control of the same.

§222A.8      **Fees.**      The fees for activities and services performed by the development services department in carrying out its responsibilities under this code shall be as indicated in a fee schedule adopted from time to time by the city council.

§222A.9      **Deletions.**      The following sections are deleted from the property maintenance code and are of no force or effect in this chapter:

- A. Section 103 Department of Property Maintenance
- B. Section 106 Violations
- C. Section 111 Means of Appeal

§222A.10      **Amendments, Modifications, Additions and Deletions.**      The following amendments, modifications and additions to the International Property Maintenance Code (IPMC) 2015 Edition, are hereby made:

- A. Amend Section 101.1. Title by inserting City of Waukee, Iowa as name of jurisdiction.
- B. Amend Section 101.2. Scope by deleting “residential and nonresidential” and

replacing it with “residential rental” so that the scope of this ordinance and code is limited to rental housing only.

- C. Amend Section 102.3 by deleting “International Zoning Code” and inserting “applicable codes that are adopted by the City of Waukeez”.
- D. Amend Section 103.1, General, by deleting “the department of property maintenance inspection” and inserting “Development Services Department”.
- E. Amend Section 104.2, Failure to Comply by deleting “shall be liable to a fine of not less than [AMOUNT] dollars or more than [AMOUNT] dollars” and adding the following sentence thereto: “Failure to comply with a Rental Housing Inspection Order is a violation and is considered a municipal infraction.
- F. Amend Section 202. General Definitions to add the following:

"Agent" means an individual of legal majority who has been designated by the owner as the agent of the owner or manager of the property under the provisions of this chapter.

"Apartment House Or Multi-Family Residence" means any building or portion thereof which is designed, rented, leased, or hired out to be occupied, or which is occupied as a dwelling or residence of two (2) or more families living independently of each other and doing their own cooking in said building.

“Bed and Breakfast” means an owner-occupied dwelling unit that contains more than one (1) guest room where lodging, with or without meals, is provided for compensation.

"Dwelling Unit" means a single unit providing complete independent living facilities for a family, including permanent provisions for living, sleeping, eating, cooking and sanitation. For the purposes of this definition, a bed, day bed, couch, futon or other similar multipurpose sleeping furniture shall constitute the provisions for sleeping. Similarly, a hotplate, microwave, toaster oven or similar cooking appliance shall constitute the provisions for cooking.

"Hotel" means one or more buildings containing six (6) or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a twenty-four (24) hour daily basis are provided by the management. Access to all rooms shall be provided through one (1) or more common entrance(s). All hotels shall be licensed and inspected by the state of Iowa in accordance with chapter 137C of the Iowa Code.

"Hotel, Extended Stay" means one or more buildings containing six (6) or more guest rooms with the provisions necessary for living, sleeping, eating, cooking and sanitation, with such guest rooms being designed, intended to be used, or are used as a temporary residence not exceeding six (6) months, which weekly

services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a twenty-four (24) hour daily basis are provided by the management. Access to all rooms shall be provided through one (1) or more common entrance(s). All extended stay hotels shall be licensed and inspected by the state of Iowa in accordance with chapter 137C of the Iowa Code.

"Kitchen" means any room or portion of rooms which are occupied or are intended and designed to be used for cooking and preparation of food, including any room having a sink and provisions for either a gas or electric stove.

In addition to the above definitions, the following criteria shall be utilized to determine if the intent of a single family dwelling unit has been met:

1. There shall not be more than one kitchen for each single family zoned property address with the following exception: additional sinks, wet-bars, or kitchen areas will not be considered an additional kitchen provided walls, floors, and locking doors, as specified below, do not separate the dwelling into multiple tenant use.
2. There shall not be more than one electric meter, gas meter, or water meter for each single family zoned property address.
3. There shall not be any walls or floor/ceiling assemblies in any single family zoned property address, which separates the one-family dwelling into more than one unit. Determining factors shall include locked or locking interior doors and separate entrances, which make portions of the unit inaccessible to all "family" members.

"Motel" means one or more buildings containing six (6) or more guest rooms, with such rooms being designed, intended to be used, or are used as temporary or overnight accommodations for guests in which daily services of linen change, central telephone switchboard, towel change, general cleaning, and a registration lobby staffed on a twenty-four (24) hour daily basis are provided by the management. Individual access to each room shall be provided from outside of the building. Each room may be equipped with cooking facilities. All motels shall be licensed and inspected by the state of Iowa in accordance with chapter 137C of the Iowa Code.

"Rental Certificate" means a certificate that is issued by the development services department after written application if the dwelling unit, at the date of such application, is entitled thereto. Such a certificate shall thereafter be known as a rental certificate.

"Rental Unit" means any house or building or portion thereof which is occupied in whole or part as a home or residence of one or more tenants, on a rental basis, or when, in return for housing, a tenant agrees to occupy and maintain the premises and pay utilities. A dwelling unit that is being rented for a period of ninety (90) days or less in a single calendar year or a portion of such dwelling unit

shall be exempt from this chapter.

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

- G. Amend Section 302.4 Weeds, by deleting (jurisdiction to insert height in inches) and inserting "12 inches on the average".
- H. Amend Section 304.14 Insect Screens by inserting April 15<sup>th</sup> to October 15<sup>th</sup> as applicable dates.
- I. Amend Section 602.3 Heat Supply, by inserting September 1<sup>st</sup> to May 30<sup>th</sup> as applicable dates.
- J. Amend Section 602.4 Occupiable Work Spaces by inserting September 1<sup>st</sup> to May 30<sup>th</sup> as applicable dates.

**§222A.11 Rental Certificate Requirements, Conditions and Fees.**

- A. Required Registration: After the effective date hereof, no person shall rent, lease, let, operate or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate issued by the Development Services Department.
- B. Issuance: Following submission of a proper registration application, on forms provided by the Development Services Department, and review of the residential rental unit for compliance with the provisions of this chapter, the Development Services Department shall issue a rental certificate to the owner.
- C. Rental Certificate Displayed: The owner of a multiple-family dwelling shall display a copy of the rental certificate in a common hallway or each building or in the on-site management office. The owner of a single-family or duplex dwelling must be able to show a copy of the rental certificate upon request.
- D. New Units: New construction projects, which have received a Final Inspection and have passed and hold a full Certificate of occupancy within the last two years from the adoption date of this ordinance and has all required owner/agent information on file with the City of Waukee, shall be considered to be in compliance with rental inspection certificate and fee requirements for a period of two years from the adoption date.
- E. Expiration: Prior to the expiration date of the rental certificate, the Development Services Department shall mail a renewal notice to the owner advising of the requirements for renewal of the rental certificate. Failure of the owner to complete the requirements for renewal will result in a late payment penalty being applied to the balance owed. If the renewal is not completed within thirty (30) days

following expiration of the rental certificate, a notice of violation will be issued to the property owner.

- F. **Revocation:** Any rental certificate may be summarily revoked by the Board of Appeals upon the review of a notice of violation of any provision of this chapter. If, at the discretion of the building official, an emergency exists which threatens the immediate health, safety or general welfare of the occupant(s) or general public, the building official may immediately issue an order suspending the rental certificate. Upon issuance of the order, the occupant(s) of the unit(s) shall immediately vacate the premises until the rental certificate is reinstated.
- G. **Transfer:** Rental certificates shall not be transferable to succeeding owners. Rental certificates shall automatically terminate and become null and void, without further action of the city, upon transfer of property ownership or upon execution of an agreement to purchase property on contract.

Every seller of a residential rental property shall give notice to the Development Services Department within seven (7) days after closing or execution of a contract for sale. This notice shall include the name and address of the buyer.

Every buyer of a residential rental property, including contract buyer, shall give notice to the Development Services Department within seven (7) days after closing. This notice shall include the name and address of the buyer and his/her agent.

- H. **Outstanding Issues:** If an owner has outstanding fees, fines or violations on any property within the City of Waukeez, the issuance of a rental certificate may be withheld by the Development Services Department.

§222A.12     **Complaint by Tenant.** Unless there are significant health, safety or general welfare issues, a tenant must first complain to the owner or agent. Complaint forms for that purpose will be available from the Development Services Department.

- A. An owner or agent shall have seven (7) days to address the complaint. If the complaint is not remedied to the tenant's satisfaction within seven (7) days, the Development Services Department will schedule an inspection with the tenant and owner. If violations are found, an inspection fee shall be charged to the owner.
- B. No person shall pursue an action for eviction because the occupant has reported a violation of this chapter to the Development Services Department.
- C. No person shall cause any service, facility, equipment or utility required under this chapter to be removed, shut off or discontinued in retaliation for a complaint.

§222A.13 **Collection of Fees, Fines, Penalties and Costs.** All fees, fines, penalties and costs imposed upon an owner in the enforcement of this Chapter shall be due when notice of the amount of such fees, fines, penalties and costs is mailed to the owner.

A. If notice containing the information required by Iowa Code 364.17 is given and the total amount of such fees, fines, penalties and costs is not paid within thirty (30) days of when due, or within ten (10) days of the final action of the building code of appeals board, then:

1. The owner shall be charged a late payment penalty in the amount set forth in the fee schedule adopted by the city council from time to time;
2. Interest shall thereafter accrue on the unpaid balance at the rate of one and one-half percent (1.5%) per month; and
3. The city may certify the unpaid balance, interest and late payment penalty to the county auditor as a lien upon the rental property for collection in the same manner as a property tax.

§222A.14 **Appeals.** Any person affected by a decision of the building official may request and shall be granted a hearing on the decision before the Board of Appeals as set forth in Chapter 403, "Board of Appeals", of this code. Such appeal shall be taken within ten (10) days by filing an application request on the forms provided by the Development Services Department. Additionally, the application must be accompanied with the appropriate fee as determined in the fee schedule adopted from time to time by the city council. An appeal stays all proceedings in furtherance of the action appealed from, unless the building official certifies to the Board of Appeals after notice of appeal shall have been filed that by reason of facts stated in the certificate a stay would in the opinion of the building official cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order which may be granted by the Board of Appeals or by a court of record on application, on due cause shown.

§222A.15 **Violations.** Violations of the provisions of this chapter, or failure to comply with any of its requirements, shall constitute a municipal infraction as set forth in 103.4 of this code. Each day that a violation occurs shall constitute a separate offense. In the event that the city seeks court intervention for a violation of any provision of this chapter, the city may seek reimbursement for reasonable attorney fees and additional costs. Nothing herein contained shall prevent the city from taking such other lawful actions as necessary to prevent or remedy violations.

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