

CITY OF OSAWATOMIE RESIDENTIAL RENTAL PROPERTY CODE

PURPOSE.

- (A) This Article shall be known as the City's "Residential Rental Property Code."
(B) The Governing Body finds that, in order to advance the health, safety, and welfare of the residents of the City of Osawatomie, Kansas, it is necessary to regulate certain activities, including the Long-term Renting or Letting of Dwelling Units on Residential Rental Property within the City.

DEFINITIONS.

The following words, terms, and phrases, when used in this Article, shall, except where the context clearly indicates otherwise, have the following meanings:

- (A) "**Code Official**" shall mean the Code Enforcement Officer, anyone fulfilling the duties of the Code Enforcement Officer on either a temporary or permanent basis, or any designee of the City Manager, the Director of the Department of Planning and Development Services, or the Code Enforcement Officer.
(B) "**Dwelling Unit**" shall mean one room, or a suite of two or more rooms, designed for or used for living and sleeping purposes and having only one kitchen.
(C) "**Let**" shall mean to provide or to offer for possession or Occupancy a Dwelling Unit to a Tenant for no consideration.
(D) "**Licensee**" shall mean any Owner or Person licensed by the City under this Article to Rent or Let a Dwelling Unit, on a Long-term basis, on Residential Rental Property.
(E) "**Long-term**" shall mean a period of time that is equal to or greater than (30) days in length.
(F) "**Major Reconstruction**" shall mean a renovation in which four or more Primary Building Systems of a building or structure undergo at least a 50% replacement within a twelve-month period. For the purposes of this definition, Primary Building System shall mean: (1) HVAC; (2) electrical; (3) interior walls and/or external structural walls and windows; (4) roofs and ceilings; (5) plumbing; and (6) foundation and foundation walls.
(G) "**New Construction**" shall mean any building or structure built entirely new, including foundation, walls, and all other components of a building or structure.
(H) "**Occupancy**" or "**Occupy**" shall mean residing or sleeping at a Dwelling Unit the majority of a person's time.
(I) "**Owner**" shall mean the individual or individual(s), natural or corporate, in possession of lawful title to real property. As used in this Article, Owner may also include any authorized agent of the possessor of lawful title to real property. For the purposes of this Article, the term "Owner" may be used interchangeably with the terms "Person" and "Licensee."
(J) "**Person**" shall mean any natural person, business association, or business entity, including but not limited to corporation, partnership, limited liability company, sole proprietorship, political subdivision of the State or other governmental entity, public or private agency, utility, or any other legal entity, or any successor or assign of any of the foregoing. Also, for the purposes of this Article, the term "Person" may be used interchangeably with the terms "Owner" and "Licensee."
(K) "**Premises**" shall mean a lot or contiguous lots under common ownership, together with all buildings, structures, and appurtenances existing thereon.

(L) "**Qualified Vacant Dwelling Unit**" shall mean any Dwelling Unit that, at the time of inspection, is not occupied by a Tenant or any other person and has not previously been inspected by the Code Official.

(M) "**Re-inspection**" shall mean any subsequent inspection conducted for the purpose of verifying that any violations reported during any inspection have been remediated.

(N) "**Rent**" shall mean to provide or to offer, for possession or Occupancy, a Dwelling Unit to a Tenant for consideration, pursuant to a written, oral, or implied agreement.

(O) "**Rental License**" shall mean any license issued by the City under this Article for the Renting or Letting, on a Long-term basis, of a Dwelling Unit on Residential Rental Property within the City.

(P) "**Resident Agent**" shall mean any Person, appointed by an Owner, who shall be responsible for compliance with this Article and who shall have the authority, *inter alia*, to take certain actions and to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.

(Q) "**Residential Rental Property**" shall mean any Premises having one or more Dwelling Units that are Rented or Let to one or more Tenants.

(R) "**Short-term**" shall mean a period of time that is less than thirty (30) days in length.

(S) "**Tenant**" shall mean any natural person who Occupies a Dwelling Unit, other than the Owner, the Owner's immediate family (related by blood, marriage, or adoption), or any natural person residing with the Owner.

RENTAL LICENSE REQUIRED.

(A) No Owner or Person shall Rent or Let to a Tenant, on a long-term basis, whether or not for consideration, a Dwelling Unit located on Residential Rental Property within the City, unless otherwise exempted by this Article, without first (i) obtaining from the Department of Planning and Development Services a Rental License for each Dwelling Unit (ii) having a current, valid Rental License for that Dwelling Unit.

(B) In the case of multiple Owners of any Dwelling Unit subject to this Article, it shall be sufficient for any one of the Owners to have obtained a Rental License for the Dwelling Unit.

RENTAL LICENSE FEES.

All Owners obtaining a Rental License under this Article shall pay an annual Rental License Fee of \$100.00. The Rental License Fee shall be due at the time of application or renewal. The Rental License Fee shall not be prorated or refunded upon denial or revocation of a Rental License.

(B) Recognizing that the costs to the City of registering and licensing multiple Dwelling Units of an Owner decrease on a per unit basis as the number of Dwelling Units increases, the City shall assess Rental License Fees under this Article according to the following schedule:

(1) \$100.00 Rental license per dwelling unit

RENTAL LICENSE APPLICATION.

Application for a Rental License shall be made to the Department of Development Services on a form provided by the Department for that purpose and substantially similar to the form attached as Appendix A to the Regulations, as promulgated by the Governing Body. In addition, the Owner shall complete the application in full, in writing, and shall provide the following information:

(A) The address(es) of the Dwelling Unit(s).

(B) The Owner's name, address, telephone number, cellular telephone number, and e-mail address, as applicable.

(C) (1) If the Owner has a local address, within forty miles of the City, then he or she MAY appoint a person or management company, also within forty miles of the City, to serve as his or her Resident Agent by checking the appropriate box and by providing the name, company name, if any, address, e-mail address, if any, and telephone number of the Resident Agent. Any Resident Agent appointed by the Owner shall have actual authority to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.

(2) If the Owner does not have a local address, within fifty miles of the City, then he or she MUST appoint a person or management company, located within forty miles of the City, to serve as his or her Resident Agent by checking the appropriate box and by providing the name, company name, if any, address, e-mail

address, if any, and telephone number of the Resident Agent. Any Resident Agent appointed by the Owner shall have actual authority to receive communications, service of process, summons, notices, and other legal process in behalf of the Owner.

(D) A statement as to whether the Dwelling Unit is affordable rental housing or other subsidized housing and, if so, the date of its most recent inspection.

(E) The Owner's or Resident Agent's signature and the date of the application. In order for the City to accept a Resident Agent's signature, the application must be accompanied by the Owner's written, notarized authorization granting the Resident Agent actual authority to sign documents and to act in behalf of the Owner for the purposes of this Article.

RENTAL LICENSE ISSUANCE; DENIAL.

(A) The Code Official shall review each application for a Rental License. Within thirty (30) days of the application, the Code Official shall approve the application and shall issue to the Owner a Rental License, unless:

(1) The application is incomplete; or

(2) The application is determined to be fraudulent, to include a material misrepresentation, or to contain a false statement.

(B) If the application is determined to be deficient because it is incomplete, including the failure to pay the Rental License Fee and any Inspection Fee, the Code Official shall give notice to the Owner and permit the Owner fourteen (14) days therefrom within which to provide a completed application.

(C) If the application is denied), or the Owner has failed to complete the application within the fourteen-day period, then the Code Official shall deny the application by giving Notice of Denial to the Owner or any Resident Agent. Notice of Denial shall be in writing, shall be mailed to the Owner or any Resident Agent, shall inform the Owner of the reason for denial with specificity, including all documentation supporting any allegation of fraud or material misrepresentation, and shall state that the Owner has fourteen (14) days from the date of the Notice of Denial in which to file with the Department of Planning and Development Services any written Notice of Appeal.

(D) The Code Official shall maintain a copy of the Notice of Denial in his or her files. with the Department of Planning and Development Services any written Notice of Appeal.

RENTAL LICENSE APPEARANCE; MAINTENANCE

(A) The Rental License shall be on official City of Osawatomie, Planning and Development Services, letterhead and shall include the Rental License number, the name of the Licensee, the address of the Dwelling Unit, and the expiration date of the Rental License.

(B) The Rental License shall be maintained by the Licensee on the Premises, if possible, or at the Licensee's principal place of business, and shall be made available, upon request, to any Tenant of the Dwelling Unit or to the Code Official.

RENTAL LICENSE DURATION.

Unless revoked in the interim, the Rental License shall be valid from the time that it is issued until midnight of its next Expiration Date, which shall be in accordance with the following schedule:

Registration Name Begins With:

Expiration Date:

- A, B - January 31
- C, D - February 28
- E, F - March 31
- G, H - April 30
- I, J - May 31
- K, L - June 30
- M, N - July 31
- O, P, Q - August 31
- R, S - September 30
- T, U - October 31
- V, W - November 30
- X, Y, Z - December 31

RENTAL LICENSE RENEWAL.

In order to retain a Rental License for a Dwelling Unit, the Licensee must renew the Rental License on an annual basis. At least four weeks before a Rental License expires, the Code Official will mail to a Licensee or any Resident Agent a renewal Notice. To renew a Rental License, the Licensee must, BEFORE the Expiration Date set forth on the Rental License:

- (a) remit to the City the appropriate Rental License Fee and any Inspection Fee that may be due.
- (b) return the renewal stub to the Department of Development Services; and (c) the Licensee's Dwelling Unit(s) must have, unless otherwise exempted by this Article, have passed its (or their) most recent inspection.

INSPECTIONS.

1. Unless otherwise exempted by the terms of this Article, all Residential Rental Property shall be inspected by the Code Official, on approximately a bi-annual cycle, according to a schedule established by the Director of the Department of Planning and Development Services, or his or her designee. If a Residential Rental Property is scheduled to be inspected during the ensuing year, then the Code Official, or his or her designee, shall notify the Owner/Licensee at the time of licensing or at the time of renewal. It shall be the obligation of the Owner/Licensee to pay the Inspection Fee at the time of application or renewal. It shall also be the obligation of the Owner/Licensee to contact the Department of Planning and Development Services during the month of licensing or renewal to schedule an inspection of any Qualified Vacant Dwelling Unit and to coordinate with the Code Official the time of inspection of any occupied Dwelling Unit. Failure to schedule and to complete an inspection shall be grounds for revocation of a Rental License or denial of a Renewal Rental License.
2. No Owner/Licensee shall be penalized where any inspection or reinspection is delayed or does not occur as the result of the actions of any Tenant.
3. The Owner/Licensee has no legal obligation to obtain from any Tenant, on behalf of the City, consent for the City to perform any inspection or re-inspection.
4. Any person serving as a Code Official and charged with inspecting Residential Rental Property shall, within two (2) years of being employed by the City, be accredited by the International Code Council and shall have received training to inspect Residential Rental Property in accordance with this Article.
5. In the year in which an Owner/Licensee's licensed Dwelling Units are scheduled for inspection, the Code Official shall inspect 10%, rounded up to the next whole number, not to exceed fifteen (15), of the total Dwelling Units licensed by the Owner/Licensee, that are not otherwise exempt from inspection hereunder.
6. If more than five (5) violations per Dwelling Unit are discovered on any Premises or in Dwelling Units inspected, then the Code Official may, upon not less than seventy-two (72) hours prior written notice, inspect an additional 10%, rounded up to the next whole number, not to exceed fifteen (15), of the total Dwelling Units licensed by the Owner/Licensee. The cost for any additional inspections shall be the same as the Inspection Fee established and shall be assessed to the Owner/Licensee.
7. If the Code Official finds recurring (identical) violations during the inspection of similarly-designed Dwelling Units of the same structure or apartment complex, then the Code Official shall make a reasonable effort to develop with the Owner/Licensee a plan of corrective action, to be approved by the Code Official, to verify that all recurring (identical) violations have been corrected within all similarly-designed Dwelling Units of the same structure or apartment complex, even if the number of violations found in any one similarly-designed Dwelling Unit does not exceed five (5) violations. If the Owner/Licensee fails to respond to the Code Official's request to provide a plan of corrective action to correct all recurring (identical) violations or the plan of corrective action is disapproved, then the Code Official shall require all other similarly designed Dwelling Units of the same structure or apartment complex to be inspected. A Notice of Violation shall be issued when additional violations are verified. The cost of additional inspections shall be the same as the Inspection Fee established and shall be assessed to the Owner/Licensee.

8. Residential Rental Property that qualifies as New Construction or as Major Reconstruction, as those terms are defined in this Article, shall be exempt from inspection for a period not to exceed six (6) years commencing on the date the Residential Rental Property passes its final building inspection. However, Residential Rental Property that qualifies as New Construction and Major Reconstruction completion of the construction or renovation, register each Dwelling Unit and obtain a Rental License for each Dwelling Unit in accordance with this Article.
9. It is the policy of the Governing Body that the Code Official make a reasonable effort to minimize any inconvenience caused to Tenants by inspections. To that end, the Code Official shall make a reasonable effort to prioritize the inspection of Qualified Vacant Dwelling Units, as identified by the Owner/Licensee prior to any inspection of Dwelling Units licensed by the Owner/Licensee.

INSPECTION FEES; ADMINISTRATIVE FEES.

(A) Except as may otherwise be provided, the Inspection Fee shall be \$10.00 per Dwelling Unit inspected. The Inspection Fee shall be remitted to the City ONLY in the year that the Dwelling Unit is scheduled for inspection. The Inspection Fee shall be paid at the same time as the Rental License Fee or Renewal License Fee.

(B) Any Owner/Licensee that fails to appear for a scheduled inspection or re-inspection or any Owner/Licensee that refuses consent at a scheduled inspection shall be charged an Administrative Fee of \$50.00 per Dwelling Unit that was scheduled for inspection. A scheduled inspection or reinspection may be rescheduled with no less than seven (7) days' prior notice to the Code Official. There shall be no fee or penalty assessed to any Owner/Licensee if any inspection or re-inspection is rescheduled within that seven-day period or is rescheduled due solely to the actions of any Tenant.

PENALTY FOR FAILURE TO ADMIT FOR INSPECTION?

(C) Any subsequent re-inspection, required after the initial re-inspection, shall be charged a Re-inspection Fee of \$10.00 per Dwelling Unit re-inspected. The Re-inspection Fee shall not apply to any re-inspection that is necessitated solely by the actions of any Tenant.

INCENTIVE.

As an incentive to Licensees, if the Code Official reports no more than five (5) violations, **(pending the severity)** per Dwelling Unit on any Premises and in Dwelling Units inspected, then all Residential Rental Property licensed by that Licensee shall be exempt from inspection for a period of four (4) calendar years. (Such exemption shall not apply to any inspection made as the result of a complaint within that exempted period). Any Dwelling Unit or Residential Rental Property found to have more than five (5) violations, shall not qualify the Licensee for this incentive.

RIGHT OF ENTRY.

Absent exigent circumstances, whenever it is necessary to make an inspection or to enforce any provisions of this Article, or whenever the Code Official has reasonable suspicion that there exists in any Dwelling Unit or on any Residential Rental Property subject to this Article, any condition or violation that makes such Dwelling Unit or Residential Rental Property unsafe, dangerous, hazardous, or a public nuisance, the Code Official shall have the right, after giving seventy-two (72) hours' written notice to the Licensee, to enter the Premises or any Dwelling Unit thereon, at all reasonable times to inspect the same or to perform any duty imposed by this Article, provided that such entry is made in accordance with the law. At the time of inspection, if the Dwelling Unit or Residential Rental Property is occupied, then the Code Official shall first attempt to make contact with the Tenant, present proper credentials, and request entry. If the Dwelling Unit or Residential Rental Property is unoccupied, the Code Official is unable make contact with the Tenant, or the Code Official is denied consent to enter, then the Code Official shall have the right to seek entry by way of an administrative search warrant or by any other lawful means.

VIOLATIONS.

The following, if found during any inspection of a Dwelling Unit or Premises under this Article, shall be deemed a violation of this Article: We conduct an exterior inspection of all residential rental properties every other year, or more often if warranted. Our staff generally does these in the spring. Our inspection checklist includes:

There exist large patches (or multiple areas) of fungus -- that is most likely mold -- on walls, ceilings, or floors.

Required handrails or guards for interior stairs, structurally unsound.

Plumbing fixtures are not safely connected to the water supply; or required plumbing traps are not properly installed.

The water service line is not functioning properly because it is broken, leaking, or simply not delivering water.

The water heater is not operational or is missing temperature and pressure relief valves or, if such are installed, the temperature and pressure relief valves are damaged or leaking, or have spring loaded operating mechanisms that are sticking or obstructed. The tank does not have a drip pan, and does not have any tip over protection.

Gas-fired furnaces, water heaters, solid fuel-burning appliances, or gas-fired or electric clothes dryers are not properly vented or safely installed, or lack safety controls.

Combustion "makeup" air and minimum clearance requirements are not satisfied for gas furnaces or water heaters; or minimum clearance requirements are not satisfied for solid fuel-burning appliances.

Heating facilities are not operable, safe, or capable of maintaining temperatures of 68° Fahrenheit in habitable rooms.

Improper fusing, improper wiring or installation, deterioration, or damage, the electrical system constitutes a hazard to occupants, the Dwelling Unit, or the structure.

The electrical wiring is exposed, frayed, or otherwise unsafe as defined by the City Code. Ground Fault Circuit Interrupter (GFCI) receptacle outlets are not provided in every bathroom and at kitchen countertops, and at least one grounded type or GGFCI protected receptacle outlet is not provided in any laundry area.

Receptacle outlets are missing appropriate faceplate covers.

Any exterior electrical panel is missing required ports or covers.

Required emergency escape/rescue windows are missing, fail to meet the minimum requirements for clear opening, height, or width, exceed the maximum finished sill distance above the floor, or are inoperable from the inside without the use of keys or tools.

Required smoke detectors for the Dwelling Unit are missing or inoperable.

Any structure containing that fails to provide, one portable fire extinguisher, that is less than one year old or that has been serviced within the past year.

Any damage to the floor decking causing sagging, creaking, spongy feeling, any excessive sloping of the floor

Any accessory structure, including but not limited to garages, carports, or sheds, is deteriorated or leaning to such an extent that it is in imminent danger of collapse.

Damaged and or rotting siding, chipping or unmaintained paint on the exterior of the dwelling. Siding and exterior walls: You must maintain all exterior surfaces in good condition. You must repair any peeling, flaking or chipped paint in excess of 25 percent on one side of the home or on any one component (door, garage door, window trim, etc.). Siding and masonry joints should be weather resistant and water tight, and metal surfaces should be coated to prevent rust.

Address posted: Single-family, duplexes and townhomes must have house numbers a minimum of 4 inches tall, on a contrasting background. These numbers must be over the garage door or to the side of the garage door and fronting the designated street. Apartments must have 4-inch numbers.

Weeds and tall grass: The weeds/grass on your property.

Blight and health hazards: Your property must be free of conditions that constitute health and safety hazards, create a blighting effect or adversely affect neighboring properties value.

Fences: If walls and fences are present, they must be made of high-quality materials, be maintained in good condition and be compatible with other building materials on your property.

Trash and debris: All trash must be stored in a container behind the building line or in the garage.

Parking: Parking is not allowed on the grass. You may not block access by other vehicles to the driveways or dedicated parking areas and garages.

Inoperable vehicles: You may store inoperable vehicles only in the garage or other enclosed buildings.

Boats, RVs and trailers: You must park your recreational vehicles in your side or rear yard, behind the building line and screened from view.

Outdoor storage: The following items may not be stored outside: appliances, furniture, items not manufactured for outdoor use, items in disrepair and accumulations of yard waste.

Garages and sheds: They must be maintained, structurally sound and in good repair. This includes being free from missing boards, broken doors and glass or other conditions that would allow animals to seek shelter.

Stairs, decks, porches and balconies and handrails: All should be maintained structurally sound, in good repair and with proper anchorage and support.

Foundation: Foundation walls should not have open cracks or breaks and should be kept in good condition to prevent rodents and other pests.

Roof, drains and gutters: All should be in good repair and free from obstructions. Roof and flashing should be sound and not admit rain.

There are defects affecting the structural integrity and safety of any chimney, such that it poses an imminent danger.

Windows are defective, including but not limited to missing window frames, sashes, or panes, such that the interior of the structure is exposed to the elements.

Exterior doors are missing, will not close, or have inoperable locks.

Openable windows within six (6) feet of grade are missing locks or have inoperable locks.

The sanitary sewer service line is not functioning because it has backed up, collapsed, or otherwise failed.

In cases where strict compliance with the foregoing standards are not possible, or where there are other practical difficulties limiting compliance, the Code Official shall have the authority and the discretion, where possible, to grant alternate compliance so long as such alternate compliance does not compromise or otherwise diminish health, life, or fire safety requirements. The details of any action granting such alternate compliance shall be recorded by the Code Official and shall be maintained in his or her files.

OCCUPANCY LIMITS.

(A) Unless otherwise exempted by an approved site plan or except as may otherwise be provided, occupancy limits for Dwelling Units in each zoning district are those established by the City Code.

(1) For the purposes of this Section, (A) children of a Tenant are not included in the Occupancy count and

(B) a person shall be deemed to be living in a Dwelling Unit if he or she resides or sleeps at a Dwelling Unit a majority of that person's time.

(B) Exceeding the Occupancy Limits for a Dwelling Unit shall be deemed a violation of this Article. However, exceeding the Occupancy Limits for a Dwelling Unit that occurs without the Licensee's knowledge shall not be a violation of this Article and shall not affect the Licensee's eligibility for the incentive.

NOTICE OF VIOLATION.

(A) Any Licensee of Residential Rental Property determined by the Code Official to be the cause of a violation shall be sent a Notice of Violation. The Notice of Violation shall be served on the Licensee or Resident Agent by hand-delivery or by first class mail addressed to the Licensee or any Resident Agent. The Notice of Violation shall state:

- (1) The condition that has caused the alleged Violation(s);
- (2) Whether the Code Official seeks: (1) remediation, and the time that remediation must be completed; (2) to place a Licensee on probation, or to extend a pre-existing probationary period, or (3) to revoke the Rental License; and
- (3) That the Licensee has fourteen (14) days from the date of the Notice of Violation to appeal the Notice of Violation by filing with the Department of Planning and Development Services a written Notice of Appeal.

(B) Any Tenant of Residential Rental Property determined by the Code Official to be the cause of a violation shall be sent a Notice of Violation. The Notice of Violation shall be served on the Tenant by hand-delivery or by first class mail addressed to the Tenant. The Notice of Violation shall state:

- (1) The condition that has caused the alleged Violation(s);
- (2) That, unless exigent circumstances require immediate action, the Tenant shall remediate the alleged Violation(s) within thirty (30) days of the date of the Notice of Violation; and
- (3) That the Tenant has fourteen (14) days from the date of the Notice of Violation to appeal the Notice of Violation by filing with the Department of Planning and Development Services a written Notice of Appeal.

(C) No Notice of Violation served on a Tenant shall affect a Licensee's eligibility for the incentive provided, nor shall it otherwise increase the Licensee's fees and expenses. All such liability shall be the responsibility of the Tenant.

APPEAL.

(A) Any Owner/Licensee or Tenant aggrieved by the action of the Code Official in issuing a Notice of Denial or Notice of Violation shall have the right to appeal that action to the City Manager. Such appeal shall be taken by filing with the Department Development Services a Notice of Appeal within fourteen (14) days of the date of the Notice of Denial or Notice of Violation. The Notice of Appeal shall be in writing and shall set forth in sufficient detail why the Owner/Licensee or Tenant believes that the Notice of Denial or Notice of Violation was issued in error or why the proposed penalty is excessive, inappropriate, or unreasonable. After the Notice of Appeal is filed, the City Manager shall set a time and place for a public hearing. Notice of Hearing shall be given to the Owner/Licensee or Tenant in the same manner as the Notice of Denial or Notice of Violation. To prevail on appeal, the Owner/Licensee or Tenant must prove that it is more probably true than not true that the Notice of Denial or Notice of Violation was issued in error or that the proposed penalty is excessive, inappropriate, or unreasonable. If it fails to take formal action at the public hearing, the City Manager shall, no later than thirty (30) days after the public hearing, issue its final order, which shall be transmitted to the Owner/Licensee, or any Registered Agent, or to the Tenant in the same manner as the Notice of Denial or Notice of Violation.

(B) There shall be a \$25.00 Docketing Fee due and payable at the time that any Notice of Appeal is filed.

(C) The filing of a timely Notice of Appeal shall, absent exigent circumstances, stay any administrative enforcement action under this Article until the City Manager has issued its final order.

(D) The final order of the City Manager shall be the final decision of the City. Any Owner/Licensee or Tenant aggrieved by a final decision of the City Manager shall have the right, in accordance with state law, to appeal that final order to the District Court of Miami County, Kansas.

PROBATION.

The Code Official or, in the case of an appeal from a Notice of Violation, the Building Code Board of Appeals, shall have the authority to place a Rental License on probation. The purpose of probation is to provide the Licensee a reasonable time to remediate any condition or conditions that cause(s) a violation of this Article.

Probation may be conditioned to include reasonable reporting requirements, a reasonable time period to remediate violations, or other reasonable requirements necessary to bring the Residential Rental Property into compliance with the City Code. Failure to successfully complete any and all conditions of probation shall be grounds for revocation of the Rental License, possibly leading to demolition and or abatement.

REVOCAION.

The Code Official or, in the case of an appeal from a Notice of Violation, the City Manager, shall have the authority to revoke a Rental License. In making that determination, the Code Official or the City Manager shall take into account the severity of the alleged violation and all other relevant mitigating and aggravating circumstances, including, but not limited to whether or not the Licensee has had other revocations or convictions under this Article. Any revocation shall be effective, and no Rental License shall be issued for the Dwelling Unit, until the Dwelling Unit is re-inspected by the Code Official and all violations have been remediated.

UNLAWFUL ACTS.

(A) It shall be unlawful for any Person to Rent, or Let to any Tenant, on a Long-term basis, whether or not for consideration, a Dwelling Unit located on Residential Rental Property within the City without first (i) obtaining from the Department of Development Services a Rental License for that Dwelling Unit or without having a current, valid Rental License for that Dwelling Unit,

(B) It shall be unlawful for any person to rent, lease, sublease, or let to a Tenant, on a Long-term basis, any Dwelling Unit located on Residential Rental Property within the City that has one or more of the violations listed. (C) It shall be unlawful for any Licensee to knowingly violate this Article.

(D) It shall be unlawful for any Tenant living in a Dwelling Unit subject to this Article to cause the Dwelling Unit to be in violation of any provision of this Article. For the purposes of this section, "living in a Dwelling Unit" shall mean residing or sleeping at the Dwelling Unit a majority of the person's time.

MUNICIPAL OFFENSE.

Engaging in any of the unlawful acts set forth shall be a separate municipal offense. Any person violating a provision of this Article shall, upon an adjudication of guilt or the entry of a plea of no contest, be subject to a minimum fine of \$500.00 and a maximum fine of \$2,500.00 for each unlawful act. The municipal court judge shall have no authority to suspend all or any portion of the minimum fine for any conviction for any violation of the City Code. The municipal court judge shall also have the authority to order any person, upon adjudication of guilt or the entry of a plea of no contest hereunder, to comply with the terms.

REGULATIONS.

(A) In order to protect the health, safety, and welfare of the community, the Governing Body, shall have the power to promulgate, by resolution, Administrative Regulations governing administration of the Residential Rental Licensing program established by this Article. Any Regulations promulgated in accordance with this Article shall be dated and shall be available for inspection by the public at the City Clerk's Office during reasonable business hours. A Licensee shall receive a copy of the Regulations at the time of the issuance of Rental License(s).

(B) Licensees shall comply with all Regulations promulgated hereunder.

(C) All Regulations promulgated hereunder shall be consistent with the terms of the Article. In the event of any inconsistency or ambiguity, the terms of this Article shall control and supersede the Regulations.

REVIEW OF FEES.

The Governing Body shall, on an annual basis, at its discretion, review the Rental License Fees, Inspection Fees, and Fines established by this Article and shall adjust them as may be necessary to fulfill the goals of this Article and the Governing Body's goal that this program be operated on a revenue-neutral basis. Before increasing the Rental license Fees or Inspection Fees established by this Article, the Governing Body shall first obtain performance audits, financial data, and other quantifiable records, establishing that such increase is necessary to attain its goal of maintaining the program on a revenue-neutral basis.

ANNUAL STATUS REPORT.

The Governing Body hereby directs the Code Official to keep and to maintain adequate financial records, as well as records of licenses issued, inspections, inspection reports, enforcement actions, administrative actions, criminal actions, and other reports related to the administration of the program established by this Article. The Governing Body also directs the Code Official to prepare for its review an annual status report regarding the administration of the program established by this Article. Said status report shall encompass one calendar year and shall be submitted to the Governing Body no later than February 14 of the succeeding year, unless before that date the Governing Body grants a reasonable extension of time to submit the annual status report.

EXEMPTIONS.

The provisions of this Article shall not apply to the following:

(A) Dwelling Units occupied by the Owner or solely by the Owner's immediate family (related by blood, marriage, or adoption).

(B) In the case where the Owner is not a natural person, Dwelling Units occupied by a principal of the Owner.

(C) Bed and Breakfasts, as that term is defined by the City Code, as amended.

(D) Campgrounds, as that term is defined by the City Code, as amended.

(E) Group Homes or Adult Care Homes, as those terms are defined by the City Code, as amended.

(F) Assisted Living, as that term is defined by the City Code, as amended.

(G) Extended Care Facility, Dependent Living Facility, or Nursing Care Facility, as those terms are defined by the City Code, as amended.

(H) Extended Stay Lodging, as that term is defined by the City Code, as amended.

(K) Hotels or motels.

(L) Any structure or building located on Premises owned by the United States of America, the state of Kansas, or Miami County, Kansas.

(M) Any structure or building located on the Premises of any Religious Assembly Use, as that term is defined by the City Code, as amended, except that any Dwelling Units owned by a religious institution, located off the Premises and not part of the Religious Assembly Use shall not be exempt hereunder.

(N) Owners of affordable rental housing, or other housing subsidized by the State or the United States, that is regularly inspected as part of the subsidy program and is being rented, leased, subleased, let, or otherwise being lived in by persons other than the Owner, must register each such Dwelling Unit and obtain a Rental License therefor in accordance with this Article. However, Owners of qualifying Dwelling Units are exempt from paying the Rental License Fee for qualifying Dwelling Units and such Dwelling Units are exempt from Inspections.

SEVERABILITY.

If any section, clause, sentence, or phrase of this ordinance is found to be unconstitutional or is otherwise held invalid by any court of competent jurisdiction, it shall not affect the validity of any remaining parts of this ordinance.